# UNITED STATES DISTRICT COURT EASTERN DISTRICT OF NEW YORK -----X MIRIAM SNYDER AND/ON BEHALF OF HER ELDERLY MOTHER MAZARINE LEVY SNYDER. PLAINTIFFS, CASE NO. VERIFIED COMPLAINT

TRIAL BY JURY DEMANDED

-V-

ISSAC PERRY, INDIVIDUALLY AND AS GENERAL MANAGER IN THE NEW YORK CITY HOUSING AUTHORITY, JOHN RHEA INDIVIDUALLY AND AS COMMISSIONER IN THE NEW YORK CITY HOUSING AUTHORITY AND THE NEW YORK CITY HOUSING AUTHORITY

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### I. NATURE OF ACTION

1. This is an action to remedy New York City Housing Authority's violations of applicable sections of the Fair Debt Collection Practices Act (FDCPA) 15 U.S.C. § 1692, Violations of Title VIII of The Civil Rights Act of 1968, as amended by the Fair Housing Amendments Act of 1988, 42 U.S.C. §§ 3601 – 3619, [42 U.S.C. 3613] Enforcement by Private Persons, 24 CFR 100.400 - Prohibited Interference, Coercion or Intimidation, violations of the 1st, 4th, 5th, 9th and 14th **Constitutional Amendments, Deprivation of Constitutional Rights** and Privileges, 42 U. S. C. § 1983, Conspiracy to Depriving Persons

- of Equal Protection of the Laws, 42 U. S. C. § 1985, Violation of First Amendment Speech Rights Pursuant to 42 U.S.C. §§ 1983, 1988, Intentional Infliction of Emotional Distress, Invasion of Privacy, willful, malicious, retaliatory, discriminatory, abusive and outrageous actions against Plaintiffs, as well as for violations of the New York General Business Laws section §349, et seq.
- 2. Additionally, Plaintiffs file this law suit for Defendants violations of the Deceptive Practices Act, Defamation of Character, Invasion of privacy, breach of contract, and for violations of the telephone Consumer Protection Act, TCPA 47 U.S.C. § 227(B)(3); 47 C.F.R. § 64.1200(A)(2).
- 3. This is a civil action under 42 U.S.C § 1983 seeking damages and injunctive relief against Defendants for committing discriminatory acts, under color of law, with the intent and for the purpose of depriving Plaintiff of rights secured under the Constitution and laws of the United States; retaliating against Plaintiff for her exercise of constitutionally protected speech; and for refusing or neglecting to prevent such Deprivations and denials to Plaintiff.
- 4. The declaratory and injunctive relief sought is authorized by 28 U.S.C. Sections 2201 and 2202, 42 U.S.C. Section 1983 and Rule 57 of

- the Federal Rules of Civil Procedure. Also, pendant remedies are sought via U.S.C. §1692k and New York GBS. Law § 349., as well as the below noted other remedies.
- 5. Plaintiffs bring this action resulting from damages incurred due to Defendants maintenance department's malicious and unwarranted induced flood in Plaintiff's apartment, forced entry into Plaintiff's apartment without written reason or cause, disregard of Plaintiff Levy Snyder's water damage claim, disregard for Plaintiff's request for grievances, noncompliance with grievance procedures, and outright ongoing retaliatory harassment for Plaintiff tenant exercising her rights to dispute a non-validated debt.
- 6. Plaintiff brings this action resulting from damages from Defendants disregard of plaintiffs validation requests regarding a created out of thin air default rent arrears allegation. Plaintiff was wrongfully threatened with eviction, harassed, denied a water damage claim, denied her right to dispute a false allegation of rent default, and denied her right to demand validation of an alleged debt by Defendants. Each of these acts were inflicted on the Plaintiff's in violation of state and federal constitutional rights to free speech.

- 7. Plaintiffs, Mazarine Levy Snyder, Elder and physically impaired Tenant living in the New York City Housing Authority (hereinafter NYCHA) Ravenswood Apartments and Miriam Snyder, daughter and injured party hereby file this complaint.
- 8. Plaintiff Miriam Snyder is leading this law suit on behalf of her elderly mother because the Plaintiff and victim, her mother is elderly and Plaintiff Snyder will not allow any more harassment or exploitation to be inflicted on her mother.
- 9. Plaintiff Miriam Snyder, injured and interested party, files this complaint on behalf of her elderly mother via a private contract and her God given duty to protect her elderly mother from being killed prematurely, exploited, and further harassed due to the below and attached documented NYCHA Defendants legal abuse lynching embedded in NYCHA Defendants discriminatory, terroristic, negligent, elder abuse mismanagement tactics inflicted on Plaintiff Elder Levy-Snyder. Please see exhibit 1A, exhibits 5-11.
- 10. Plaintiffs are suing for a judgment for the Defendants to cease and desist their covert induced stress attempted murder, tenant services mismanagement, for aggravated harassment, an end to Defendants continued attempts to collect an alleged default rent defendants claim is owed, yet have provided falsified validation. Please see exhibit 1A exhibit 16 and exhibit 1A, exhibits 17-19. Plaintiffs seek a judgment to stop the harassment, discriminatory treatment, and terrorism inflicted on Plaintiff Elder Levy Snyder and money damages.

- 11. The contract breached is the NYCHA landlord tenant contract, the warranty of habitability, The Fair Housing Act and consumer protections discussed below. Plaintiff Elder Snyder-Levy is a model Tenant with an excellent rental and tenant performance history in such that there has never been any evidence illustrating otherwise.
- 12. The NYCHA Defendants breached the NYCHA tenant contract and obstructed their fiduciary duties as it relates to providing a safe, non-hostile, and adequate housing environment for Plaintiff Levy-Snyder who is elderly and disabled.
- 13. The Defendants have exploited, harassed, and traumatized this elderly tenant and Plaintiff. As such, Plaintiffs have suffered monetary damages as a result of the NYCHA Defendants continued criminal management practices and breach of contract.
- 14. This law suit is against Defendant Isaac Perry, General Manager acting as law department ordered debt collector seeking created out of thin air non-validated alleged default rent arrears that have not been validated. Please see exhibit 1A, exhibits 16-22.
- 15.Additionally, Defendant Perry has denied Mazarine Levy-Snyder her timely filed water damage claim and all due process rights for such claim. The water damage claim was filed within a month of the

NYCHA induced apartment flood. Please see exhibit 1A and exhibits 13-15 in 1A. The claim was maliciously and sloppily disregarded exemplifying the defendants' unregulated gross negligence. The NYCHA induced toilet flooding disseminated several inches of water throughout Plaintiff Elder Snyder's apartment and destroyed Mazarine Levy Snyder and her daughter, Plaintiff Miriam Snyder's personal properties substantially, as such would do anyone else's. Please see exhibit 36.4, 5, 8, 9, and 10.

- 16. Defendant Perry escalated the harassment immediately after

  Plaintiffs filed dispute and validation requests for alleged rent

  arrears and sought the attached water damage claim. The NYCHA

  defendants busted Elder Snyder Levy's apartment door and stopped
  elevators each time plaintiffs would come in with shopping carts.

  The timing of the NYCHA escalated harassment exemplifies and
  effectuated pure retaliation.
- 17.Defendant Perry has also harassed and retaliated against elder

  Tenant Mazarine Levy- Snyder to the extent of trying to kill her via

  every month of unwarranted apartment sabotage, authorizing the

  breaking down of her front door while she was at her daughter's,

  repetitiously turning off the elevator when Plaintiffs come home with

full shopping carts and medical equipment, disregarded her water damage claim for a NYCHA induced apartment flood, invoked aggravated harassment, apartment vandalism and finally initiating a malicious retaliatory eviction with no written reason. Please see exhibit 1A.20.

- 18.Defendant Perry's mismanagement administration, continuous aggravated harassment, discriminatory treatment against the disabled, retaliation and gross violations of law serve no other purpose but to maliciously and covertly try to kill an elder person under the disguise of the aging process, when in reality he is partaking in a documented stress induced conspiracy to murder.
- 19. Additionally, Plaintiffs are filling this report with the below criminal charges against Issac Perry with the FBI and NYC Police Commissioner for his enforcement of relentless and deadly elder abuse and lawlessness via:
- 1. 18 U.S. Code § 1117 Conspiracy to murder
- 2. 18 U.S.C. §4: Misprision of felony
- 3. 18 U.S.C. §1030(a)(4): Falsification of computer records
- 4. 18 U.S.C. §872: Extortion under the color of law
- 5. 18 U.S.C. §1341: Fraud
- 6. New York Penal Article 240 § 240.30 Aggravated Harassment in the Second Degree

- 20. The FBI and Police reporting must remove all presumptions that the crime victims are wrong and the Corporate Defendants are right.
- 21. Additionally, this complaint is filed against the New York City Housing Authority and John Rhea Individually and as NYCHA Commissioner for his wilful and active negligence in supervising Defendant Perry and NYCHA.
- 22. All Defendants will be referenced as NYCHA Defendants hereinafter.

  The NYCHA Defendants malicious threat of a retaliatory eviction with no written cause on their form and the timing of such (immediately after FDCPA validation request) exemplifies their premeditated induced stress and trauma elder abuse murder plot which effectuates enormous stress, trauma, induced anxiety, fear, disorientation, and irreparable psychological and physical harm, defined as a premeditated covert elder abuse attempted and disguised killing coupled with conspiracy to murder tactics.
- 23. The defendants are being sued for conspiracy to murder crimes, repetitious violations of the New York State and Federal Elder Equal Protection Laws, Fair Debt Collection Practices Act (FDCPA) 15 U.S.C. § 1692 *et seq.*, Civil Rights Title 42 U.S. Code Sections 1983, 1986, Title 28, U.S. Code § 2679 and the Telephone Consumer Protection Act as well

- for violations of the New York General Business Law § 349, and for Invasion of Privacy.
- 24. Please note the defendants have violated the Telephone Consumer

  Protection Act (TCPA) 47 U.S.C. § 227 et seq. 47 C.F.R. § 64.1200(a)(2).

  Defendants repeatedly and unlawfully placed harassment calls to

  Plaintiff Elder Levy-Snyder's telephone immediately after receiving a

  FDCPA request for validation demanding all communications be in

  writing. Please listen to the fraud and harassment here:

  http://www.talkshoe.com/talkshoe/web/audioPop.jsp?episodeId=831196&cmd=apop
- 25. All of the above and below noted laws prohibit NYCHA Defendants from engaging in deadly, abusive, deceptive, and unfair practices, coupled with NYCHA unsafe, dangerous and hazardous inflicted living conditions. Please see exhibits 1A.5-15.
- 26. The Defendants have maliciously and willfully defamed Plaintiffs
  reputation and invaded Plaintiff Levy Snyder privacy rights. They have
  repetitiously plastered and parked worthless, fraud based, malicious and
  harassing non-validated rent default demands on Plaintiff Elder SnyderLevy's door and rent report when no such default was ever proven,
  despite multiple validation requests. Please see exhibit 1A.21-22.
- 27. Plaintiff Levy- Snyder files this complaint regarding NYCHA

  Defendants ongoing, unregulated and malicious misrepresentations,

- abuse, and harassing debt collection terrorism embedded in the parking of false and defaming default information on Plaintiff's rental records without cause or reason for years. Please see exhibits 32 and 47.
- 28. In summary, the defendants have obstructed the above noted state and federal consumer protection laws as follows:
  - A. Alleging Plaintiff Elder Levy- Snyder owed a default debt when NYCHA Defendants could not substantiate its representations;
  - B. Providing information to third parties and neighbors, while knowing or having reasonable cause to believe that the information was false;
  - C. Failing to conduct reasonable investigations when NYCHA received several notice of disputes and complaints regarding unsafe, hostile, false billing and inadequate housing conditions.
  - D. Informing third parties about a debt;
  - E. Using illegal debt-collection practices, including misrepresenting the character, amount, or legal status of a debt; providing inaccurate information to rent reporting agencies; and making false representations to collect created out of thin air default rent arrears that have not and cannot be validated; and
  - F. Failing to provide validation of the alleged rental default and continuing to attempt to collect such when validation is requested and the alleged rental default is disputed by the consumer;
  - G. Deceptive collection for falsely claiming arrears rent dates to supposedly reset SOL. Please see exhibit 1A. 16.

- 29. NYCHA is legally liable for the damages as a direct and proximate result of NYCHA Defendant's breach of their duty to provide validated rental claims, a safe living environment, non-harassing management, and proper care of the disabled. The proximate causation is NYCHA's willful refusal to honor or enforce Elder Snyder-Levy's water damage claim pursuant to NYCHA's very own water damage claim tenant contract, lease agreement, and NYS tenant protection and safety regulations.
- 30. NYCHA's water damage breach caused monetary and emotional damages as summarized in exhibits 34-36.
- 31. NYCHA's harassment and breach caused irreparable emotional distress damage as exemplified in exhibits 1A.1-15.
- 32. NYCHA's negligence, aggravated harassment, breach of contract, and breach of the warranty of habitability effectuated Plaintiff Levy Snyder's damages embedded in:
  - a. Flood In The Apartment,
  - Busting Down Of Her Door Without Any Written Reason Or Cause, Just Pure Harassment,
  - c. Targeted Elevator Shut downs for over 4 hours,
  - d. Apartment Sabotage,
  - e. Disregard of her water damage claim and denial of due process rights associated with such,
  - f. Loss of personal properties,
  - g. Emotional Distress,
  - h. Attempted Stress Induced Premature Death
  - i. Loss of money
  - j. Humiliation

- 33. Under the NYCHA rental agreement, NYS and Federal Consumer and Tenant Protection laws and Disability Laws, NYCHA had a duty to provide a safe and non-hostile living environment. They have breached such duties as exemplified in exhibits 1A. 1-15.

  Consequently, NYCHA is liable to Plaintiffs because their breach of contract, violations of state and federal laws, negligence and gross harassment of the elderly and of her daughter an injured party have harmed and damaged the Plaintiffs.
- 34. Plaintiff Elder Snyder-Levy seeks an order to prohibit NYCHA from falsely reporting on her rental reports particularly while there is no admissible evidence that any default rent is owed.
- 35. Plaintiffs seek statutory, actual, and monetary and punitive damages, costs and pro-se litigation fees for NYCHA Defendants violations of the above laws, as well as, cost for preparing, copying and for having to file this law suit while Plaintiff attempted to settle this matter previously. Please see exhibit 27. Plaintiff seeks an Order or injunction issued by this Court stopping NYCHA Defendants from continuing its terroristic management, aggravated harassment, enforcing Plaintiff's right to get money owed her via the NYCHA water damage claim, stopping the false, defaming and lawless rent default reporting, in violation of each and every consumer protection law noted above and below.

#### II. JURISDICTION AND VENUE

Jurisdiction of this Court arises under 15 U.S.C. § 1692k (d); 28 U.S.C. § 1337; Civil Rights Title 42 U.S. Code Sections 1983, 1986, 42 U.S.C. 3613, 47 U.S.C. § 227(b)(3); 47 C.F.R. § 64.1200(a)(2); New York GBS. Law § 349, and supplemental jurisdiction exists for statutory claims pursuant to 28 U.S.C. § 1331.

- 36. This court has jurisdiction pursuant to New York General Business Law § 349, as the Defendants engage in business in this State, and its business in this State gives rise to the causes of action asserted herein.
- 37. This court has jurisdiction as the NYCHA contract was executed in Queens New York and all acts necessary or precedent to the bringing of this lawsuit occurred or accrued in Queens County.
- 38. All conditions precedent to the bringing of this action have been performed, waived or excused.

### III. PARTIES

39. Plaintiff Mazarine Levy Snyder is an 86 year old good standing NYCHA resident. She is a retired paraprofessional and a member of the Christian clergy. She uses a wheel chair and walker and is considered disabled under the law. She is a natural person residing in Queens, New York. The plaintiff is a "consumer" as defined in

- FDCPA 15 U.S.C. §1692a (3). The term "consumer" means any natural person obligated or allegedly obligated to pay any debt.
- 40. Plaintiff, Miriam Snyder is the daughter of Mazarine Levy Snyder. She has a dual residency and lives part time in Queens New York with her elderly mother. She is an interested and injured party. Her personal property was damaged due to NYCHA's induced apartment flood in Plaintiff Levy-Snyder's apartment. She is a "consumer" as defined in FDCPA 15 U.S.C. §1692a (3).
- 41. The NYCHA Defendant's continuous and relentless harassment of her mother, coupled with their breach of contract and breach of the warranty of habitability, has caused Plaintiff Miriam Snyder to lose money, time and personal property.
- 42. Defendant NYCHA is a federally funded public housing management agency. NYCHA is a state governmental agency and public corporation created by the New York State legislature pursuant to Article XVIII of the New York State Constitution and section 2 of the New York Public Housing Law for the purposes of providing adequate, safe, and sanitary low rent housing accommodations for the elderly and other vulnerable populations. In this matter NYCHA has been used to obstruct safe and sanitary

- housing for the elderly and disabled.
- 43. Defendant John B. Rhea was the chairman of the board of NYCHA when the NYCHA crimes and violations of law escalated and were inflicted as a method of operation.
- 44. NYCHA is a well-known barratrous agency controlled by a law department that lawlessly manages NYCHA tenants and workers to make it appear as if certain ethnic populations of people cannot live in a civilized manner. Enforced lawlessness from the top is a known slave master strategy used to destroy targeted environments and such is used in NYCHA to covertly kill, destroy, further oppress, disable and ruin lives of vulnerable populations.
- 45. The NYCHA law Department is operating as a satanic cult targeting, harassing, and exploiting disabled and low income people as exemplified in this matter. NYCHA's law Department is operating in a conflict of interest manner. NYCHA is funded to provide housing and a safe environment for low income people. Yet, the NYCHA law department legally abuses this same population it is supposed to protect by silencing NYCHA complaints and whistleblower lawsuits via spending millions of dollars on attorneys to intimidate tenants and work in contravention to tenant protections, as exemplified in this matter and in other similarly

- situated law suits. Please see exhibits 39-43.
- 46. NYCHA is using their criminal and unregulated law department power and money to legally abuse tenants in the courts, to direct lower level people to reverse the rule of law, abuse the disabled and elderly, and to destroy consumer protections, as epitomized in this case.
- 47. In this matter the NYCHA Defendants have used harassment as a daily means of operation, such is used to force tenants out of their apartments and to criminally and covertly induce elders into nursing homes. In this matter, examples of NYCHA harassment includes consistent withholding of services and persistent physical and psychological intimidation such as busting the door down of Elder Plaintiff Mazarine Levy Snyder without any written reason or explanation and leaving her apartment in an unsafe condition and denying her a claim for water damages for the NYCHA induced toilet water flood in her apartment. Please see exhibits 1A. 1-15.
- 48. The NYCHA induced water flood is titled induced because the apartment flood occurred hours after a NYCHA maintenance man was supposed to have fixed the Plaintiff's toilet.

- 49. In simple English, hours after NYCHA maintenance tampered with Plaintiff Levy Snyder's toilet, the toilet flooded the apartment later that day. NYCHA's negligent and or malicious maintenance services was the proximate cause of the flood. The timing epitomizes such. Please see exhibit 36.
- 50. NYCHA receives public housing revenues from two primary sources: the Federal Government (71 %) and resident rents, interest and other income (27%). The State of New York and City of New York make up the remainder. NYCHA's total revenues is over \$2.5 billion. Consequently, over \$2 BILLION of innocent people's federal tax dollars directly subsidize NYCHA and its legally abusive law department which targets the destruction of consumer and tenant protections via legal abuse, intimidation and targeting of low income, elderly and disabled populations as exemplified in this matter.
- 51. NYCHA's enabling statutes give the State of New York, through its

  Division of Housing and Community Renewal (DHCR), certain regulatory
  authority over NYCHA, however, the Mayor of New York City appoints all
  NYCHA Board Members. This tripartite structure (Federal, City and
  State) makes the governance of NYCHA virtually impossible by plausible
  deniability design.

- 52. This plausible deniability criminal design makes accountability and supervision, particularly over the NYCHA law department, a malicious exercise in round-robin finger pointing and puts the lives of vulnerable populations in high danger risk.
- 53. For this reason, specifically, the lack of supervision and accountability over NYCHA's law Department, has effectuated the need for this law suit and many more law suits. Please see exhibits 39-43. .
- 54. NYCHA's law department could have intervened in this matter on behalf of tenant and consumer protections and stopped the harassment crimes, denial of the water damage claim and defraud billing. Instead they allowed lower level NYCHA managers acting as debt collectors to abuse this elder in a manner that would shock the conscience. Please see exhibits 1A 5-15.
- 55. Plaintiffs and many other innocent NYCHA tenants have filed criminal complaints and charges of official corruption and/or malfeasance with the Governor's office, the NY Attorney General, HUD, the Public Advocate, etc and the NYCHA crimes continue and escalate. This must be stopped. Please see exhibits 1A to 47.
- 56. NYCHA is located at 250 Broadway, New York, New York 10007.
- 57. At all times of this complaint the Defendant Isaac Perry acted as debt collector with respect to the collection of this nonexistent and non-validated alleged default rent arrears debt as defined by FDCPA 15

U.S.C. § 1692a(6). Issac Perry acted as debt collector as he principally and regularly engages in the collection of alleged default debts.

Furthermore, Issac Perry, Defendant, acted as debt collector pursuant to 15 U.S.C. 1692a (6)(F)(iii)., as he sought to collect on rent arrears that were allegedly "defaulted" at the time of his collection activity.

58. Defendant Issac Perry, acted as a "debt collector" pursuant to 15 USC §1692a(6). Plaintiffs allege the FDCPA states in part;

The term "debt collector" means any person who uses any instrumentality of interstate commerce or the mails in any business the principal purpose of which is the collection of any debts, or who regularly collects or attempts to collect, directly or indirectly, debts owed or due or asserted to be owed or due another. Notwithstanding the exclusion provided by clause (F) of the last sentence of this paragraph, the term includes any creditor who, in the process of collecting his own debts, uses any name other than his own which would indicate that a third person is collecting or attempting to collect such debts.

59. Plaintiff therefore seeks damages as a result of defendant Issac Perry's acts of continuing to collect on an alleged debt while the alleged debt was not validated.

### IV. FACTS

- 60. This is an action brought by the Plaintiffs for damages for the Defendants continual, unregulated and malicious violations of the above named laws in connection with a non-existent alleged default rent debt lawlessly planted on Plaintiff Elder Snyder-Levy's rent report for over 10 months, the defendants' collection tactics in attempting to collect, and the defendants' refusal to remove their defaming and non-validated alleged debt off of the Plaintiffs rent report, despite written correspondence demanding validation and removal of the alleged defaulted rent. Thus, the plaintiff seeks damages and, to the extent possible, injunctive relief.
- 61. Under New York law, Defendant Issac Perry, acting as debt collector, bears the burden of proof in legal actions. In order to prevail, the debt collector must submit admissible evidence demonstrating that the alleged debtor actually owes the debt in the precise amount claimed. *See, e.g., Citibank v. Martin,* 807 N.Y.S.2d 284 (Civ. Ct. N.Y. County 2005).
- 62. In this matter, Defendant Issac Perry, individually and in his capacity of General Manager, did not validate or bear the burden of proof, he disregarded the Plaintiff's validation of debt demand and posted NYCHA's nonexistent, defaming, and non-validated nonexistent default rent allegation on the Plaintiffs rent report in violation of the FDCPA consumer protection laws noted above and below.

- 63. Despite multiple validation requests, Plaintiff Levy-Snyder found that after examination of her rent reports that NYCHA Defendants continued reporting false, defaming and erroneous information on the NYCHA rent record.
- 64. November 2013, after multiple validation requests, Defendant Perry finally sent a fraud based validation. Please see exhibits 1A 16.

  November 2013 Defendant Perry sent a fraud based rent demand stating the rent was missing for November 2013, October 2013, and September 2013.
- 65. Plaintiff Elder Levy Snyder filed a dispute of the validity of the entries with all three months' rent receipts and requested that the rent collection harassment cease and desist.
- 66. As a result of Plaintiff Snyder exercising her validation and dispute rights with rent receipts that denounce Defendant Perry's November 2013 default rent allegations, Defendant Perry escalated the harassment by having lower level NYCHA workers call her regarding the default rent fraud and thereafter sending a termination of lease threat. Please see exhibit 45.
- 67. Please note in addition to the falsified NYCHA billing, NYCHA also flooded Plaintiff Levy Snyder's apartment. Hours before the

- apartment toilet flood a NYCHA maintenance man had tampered with the toilet and within hours her apartment was flooded by the same toilet the NYCHA maintenance man had tampered with.
- 68. The Defendants disregarded her water damage claim, and busted her door down while she was at her daughters. Despite written requests for reasons for the above NYCHA terroristic management, no written reason was ever given.
- 69. Defendants have not provided any valid validation or accounting of any alleged accounts. Defendants have been knowingly reporting inaccurate information about Plaintiff Snyder-Levy.
- 70. The Defendants actions constitute conduct highly offensive to a reasonable person, and as a result of Defendants violations,

  Defendants are liable to Plaintiff for Plaintiff's actual damages, statutory damages, costs and attorney's fees.

### V. FIRST CLAIM FOR RELIEF VIOLATIONS OF FDCPA, 15 U.S.C. § 1692 et seq BY NYCHA DEFENDANTS

- 71. Plaintiff hereby restates, realleges, and incorporates by reference all foregoing paragraphs.
- 72. Congress enacted the Fair Debt Collection Practices Act to stop the use of abusive, deceptive and unfair debt collection practices by debt collectors like Defendant Perry pursuant to 15 U.S.C. § 1692(a).

- 73. A debt collector may not "use any false, deceptive, or misleading representation or means in connection with the collection of any debt." 15 U.S.C. § 1692e. Such a prohibition includes the false representation of the character, amount, or legal status of any debt." 15 U.S.C. § I 692e (2) (A). Such a prohibition also includes the "use of any false representation or deceptive means to collect or attempt to collect any debt." 15 U.S.C. § I692e (l0). Please see exhibits 1A 16, 21 and exhibit 26.1 and 32. NYCHA's multiple false representations of imaginary default rent amounts.
- 74. A debt collector may not "use unfair or unconscionable means to collect or attempt to collect any debt." 15 U.S.C. § 1692f. Nor may a debt collector "engage in any conduct the natural consequence of which is to harass, oppress, or abuse any person in connection with the collection of a debt." 15 U.S.C. § 1692d. All of the NYCHA Defendants acts noted in the exhibits and foregoing paragraphs towards Plaintiff have served to harass, oppress, and abuse the elderly Plaintiff.
- 75. The actions of NYCHA Defendants in plastering on Plaintiff's door non validated, false and defaming default rent information and reporting such on her rent report, exemplifies willful violations of the above FDCPA laws with emphasis on conduct the natural consequence of which is to harass, oppress, or abuse any person.
- 76. The Defendants violated FDCPA § 1692 g, the NYCHA defendants failed to send the consumer a 30-day validation notice within five days of the initial communication. Please note the only communication from the defendants, was their defaming and falsified credit entries and demands.

- 77. NYCHA Defendants maliciously communicated and publicized false credit information on Snyder's rent report in violation of FDCPA § 1692 d and § 1692 e(10).
- 78. NYCHA Defendants violated FDCPA § 1692 g(a)(3) by never stating Plaintiff's Right to Dispute within 30 Days.
- 79. The defendants violated 15 U.S.C. §1692f in that their actions were an unfair and/or unconscionable means to collect a debt for the reasons set forth in the paragraphs immediately preceding.
- 80. Defendants violated the FDCPA, 15 U.S.C. §§ 1692d, 1692e, 1692e (2)(A), 1692e (10) and 1692 f by making false and misleading representations, and engaging in unfair and abusive practices. Defendants' violations include, but are not limited to:
  - A. Posting a nonexistent and defaming account on Plaintiff's apartment door and on her rent report effectuated harm in her credit worthiness, privacy, and reputation.
  - B. Not validating the alleged debt despite Plaintiff validation requests;
  - C. Producing and filing false statements on Plaintiff's rent report alleging rent was due for November 2013, October 2013, and September 2013, when in fact no such thing occurred;
  - D. NYCHA has posted on the rent report as if they have a an account of the facts necessary to report, when in fact they do not;

- E. Misrepresenting that they are in possession of or could obtain documentation evidencing that Plaintiff owes a debt, when in fact they do not possess and cannot obtain such documentation;
- F. Obtaining, reporting, and parking false information on Plaintiffs rent report using abusive, fraudulent, deceptive, and misleading collection tactics against Plaintiff and did such while disregarding Plaintiff's validation request;
- G. Using fraudulent collection stratagems to extract money from Plaintiff such as maliciously advertising the nonexistent rent default on Plaintiffs apartment door and rent report while the Defendants have refused to validate the debt in obstruction of  $\S$  1692 g(B) which states that: Collector must cease collection efforts until debt is validated;
- H. Harassing and terrorizing Plaintiff by not removing the nonexistent and defaming default rent account despite Plaintiff requests for validation and removal;
- I. In reporting, creating and demanding imaginary sums of money, one rent report stated the alleged debt was \$940.96 and then the amount changed to \$1255.96. Defendants violated 15 U.S.C.§1692e(2) in that it repeatedly falsely created and represented the character and amount of the alleged debt.
- 81. As a direct and proximate result of Defendant's violations of the FDCPA, Plaintiff has sustained actual damages in an amount to be proved at trial and is also entitled to statutory damages, costs and attorneys' fees.

82. Plaintiff demands judgment for damages against defendants, NYCHA, Issac Perry and John Rhea for statutory damages for each violation, actual damages, and punitive damages to be decided at trial and any attorney/administrative fees and costs pursuant to FDCPA 15 U.S.C. Section 1692 et seq.

### VI. SECOND CLAIM FOR RELIEF VIOLATIONS OF GBL § 349 BY ALL NYCHA DEFENDANTS

- 83. Plaintiff hereby restates, realleges, and incorporates by reference all foregoing paragraphs.
- 84. New York prohibits "deceptive acts or practices in the conduct of any business, trade or commerce or in the furnishing of any service in this state...." N.Y. Gen. Bus. Law § 349(a).
- 85. An individual "injured by reason of any violation of this section may bring an action in his own name to enjoin such unlawful act or practice, an action to recover his actual damages or fifty dollars, whichever is greater, or both such actions." N.Y. Gen. Bus. Law § 349(h). The statute permits recovery of up to three times the plaintiff's damages.
- 86. As enumerated above, Defendants violated § 349 of the New York General Business Law by using deceptive acts and practices in the conduct of their businesses.
- 87. Defendants conduct have a broad negative and ruthless impact on consumers at large.
- 88. Defendants committed the above-described acts willfully and/or knowingly as documented above and in the exhibits.

- 89. Defendants' wrongful and deceptive acts have caused injury and damages to Plaintiff and unless enjoined, will cause further irreparable injury.
- 90. Defendants' violations include, but are not limited to:
- A. NYCHA has a pattern of false advertisement and deceptive acts such as advertising that they will pay for damage to personal property as a result of a flood in an apartment that was caused by no fault of the tenant. Please see the below paragraph showing NYCHA's false advertisement and deceptive practices. This case shows NYCHA'S deception and false advertisement. Exhibit 36 is Plaintiff Snyder-Levy's claim for water damages and affidavit attesting to the fact that the flood in her apartment was through no fault of her own and in fact the flood was induced via the NYCHA maintenance man toilet tampering.
- B. Plaintiff Levy Snyder's water damage claim and affidavit clearly show how NYCHA's maintenance man was called to repair a toilet that would not flush. Within hours of the alleged NYCHA toilet repair, the toilet the NYCHA maintenance man allegedly repaired flooded Plaintiff Elder Snyder's apartment.
- C. The timing of the NYCHA maintenance man repair and the flood epitomize intent, malice and retaliation. These malicious NYCHA acts effectuated over \$6,000 of actual damages. Plaintiff was harmed due to the direct negligence of NYCHA maintenance.
- D. Plaintiff was further harmed and damaged by NYCHA Defendants disregard of Plaintiff's water damage claim. Please see the pictures at exhibit 36. 8-10. Both NYCHA acts, the induced apartment flood and the

disregard of Plaintiff's water damage claim exemplify deceptive acts and practices. The below is an example of NYCHA's false advertisement/deceptive practices on the internet stating that NYCHA will pay for damage to personal property as a result of a flood through no fault of the tenant.

# AN EXAMPLE OF NYCHA FALSE ADVERTISEMENT AND DECEPTIVE PRACTICES AND ACTS

http://www.nyc.gov/html/nycha/html/faqs/questions.shtml#flooddam

Will NYCHA pay for damage to personal property as a result of a flood in my apartment?

Yes, NYCHA will reimburse you for expenses for a flood if it was through no fault of yours. Ask your Housing Assistant how to file a personal property damage claim. You will have to supply receipts showing dates of purchase and the cost of damaged items. If the flood was caused by another resident, such as in the case of a broken washing machine hose, you should contact that resident for any damage settlement.

- E. In the above, NYCHA has falsely advertised a reimbursement service they have discriminatorily denied to Plaintiff Levy-Snyder.
- F. Misrepresenting that Defendants are in possession of or could obtain documentation evidencing that Plaintiff owes a debt, when in fact they do not possess and cannot obtain such documentation;
- G. Using fraudulent, deceptive, and misleading rent reporting and breach of contract tactics that effectuated loss of personal property, invasion of privacy, induced emotional distress, loss of money, loss of time, and loss of the right to live in a safe and non-abusive environment.

- 91. As a direct and proximate result of these violations of § 349 of the General Business Law, Plaintiff has suffered compensable harm and is entitled to preliminary and permanent injunctive relief, and to recover actual and treble damages, costs and attorney's fees.
- 92. Plaintiff requests the following relief jointly and severally as against the defendants:
- 1. A judgment with penalties declaring that Defendants have committed the violations of law alleged in this action and exemplified in the exhibits;
- 2. An order enjoining and directing Defendants to comply with the N.Y. Gen. Bus. Law § 349 and the FDCPA, in their alleged debt collection activities, including without limitation:
  - A. Directing Defendants to cease engaging in harassment, elder abuse, breach of contract, and deceptive debt collection practices that violate the FDCPA and NY GBL § 349;
  - B. Directing Defendants to remove the false and defaming default rent entries and to compensate the plaintiff for such false rent reporting and the ramifications associated with such defaming reporting;
  - C. Directing that Defendants to comply with consumer protection laws, emphasis on validation of debts, in any and all future actions;
  - D. Directing Defendants to stop breaching the tenant contract/agreement and enforce Plaintiff's water damage claim;
  - 3. Actual and/or compensatory damages against the Defendants.

- 4. Plaintiffs were significantly harmed by defendant's deceptive acts, oppression, abusive debt collection activities. Plaintiffs harm includes emotional distress, humiliation, induced stress, confusion, anxiety, significant harm to Plaintiffs consumer purchasing power, embarrassment, extensive abusive litigation costs, and humiliation.
- 5. Defendants are therefore liable to Plaintiffs, and Plaintiffs are entitled to recover compensatory damages and reasonable attorneys' fees, Statutory and actual damages, trebled, pursuant to NY GBL § 349.

# VII. THIRD CLAIM FOR RELIEF VIOLATIONS OF GBL § 349 NEGLIGENT, WANTON, AND/OR INTENTIONAL HIRING AND

SUPERVISION OF INCOMPETENT EMPLOYEES OR AGENTS, AND FAILURE TO INVISTIGATE NYCHA TENANT COMPLAINTS FAILURE TO COMPLY WITH NYCHA GRIEVANCE PROCEDURES

### BY NYCHA DEFENDANTS

- 93. Plaintiff hereby restates, realleges, and incorporates by reference all foregoing paragraphs.
- 94. Defendant NYCHA commissioner John Rhea and general manager Issac Perry were aware of their wrongful conduct in creating an alleged rent default debt Plaintiff is not obligated to, or is not able to discern the amount and character of the alleged debt. Defendant knew and approved of its incompetent employees and agents, debt collectors, and all who are involved in default rent collection against the Plaintiff.

- 95. Defendant John Rhea negligently, wantonly, and/or intentionally hired, trained, retained, or supervised incompetent agents whom were allowed, or encouraged to violate the law as was done to the Plaintiff. Defendants Issac Perry and John Rhea are therefore responsible and liable to the Plaintiffs for the wrongs committed against them, and the substantial damages suffered by Plaintiffs.
- 96. Defendant Issac Perry negligently, wantonly, and/or intentionally hired, trained, retained, or supervised incompetent agents whom were allowed, or encouraged to violate the law as was done to Plaintiff Elder Snyder-Levy. Issac Perry had a Ms. Mc Millian call Plaintiff Elder Snyder Levy's telephone on behalf of NYCHA for the sole purpose of harassment via calling about Issac Perry's imagined, non-validated, rent defaults. Please see exhibit 45.
- 97. Therefore Plaintiff Levy Snyder is entitled to punitive, consequential, actual, and special damages, and any other such damages the court deems proper.

# VIII. FOURTH CLAIM FOR RELIEF INVASION OF PRIVACY BY DEFENDANT ISSAC PERRY

- 98. Plaintiff hereby restates, realleges, and incorporates by reference all foregoing paragraphs.
- 99. Plaintiff's right to privacy is also an enumerated Constitutional right, both in the State and Federal Constitution. Plaintiff Elder Snyder Levy has been damaged in that her proprietary, confidential, most personal commercial information was unlawfully and illegally breached by defendant Issac Perry and other conspirators.

- validated rent demand on Plaintiff Elder Levy Snyder's apartment door whereas a neighbor removed such notice because Plaintiff was away. The plaster of Issac Perry's non-validated rent default claim on Plaintiff's door constitutes a Tort claim for Invasion of Privacy.
- unknown agents. The Plaintiff's door was busted open and no reason has been given for this. No one can bust down a NYCHA apartment without contacting NYCHA. Consequently, the NYCHA authorized busting down of Plaintiff's front door while Plaintiff was away and was done maliciously with no reason or cause, with intent to annoy, harm, harass and invade Plaintiff's privacy.
- of property which effectuated an invasion of her home, personal property and information by unknown agents and for unknown reasons.
- 103. Therefore NYCHA defendants are liable to Plaintiffs for actual, punitive, consequential, compensatory damages in an amount to be determined at trial, or by the court.

## IX. FIFTH CLAIM FOR RELIEF VIOLATIONS OF THE TELEPHONE CONSUMER PROTECTION ACT (TCPA) 47 U.S.C. § 227 et seq. BY NYCHA DEFENDANTS

- 104. The Plaintiff incorporates by reference all of the above paragraphs of this Complaint as though fully stated herein.
- 105. Defendants have demonstrated willful or knowing non-compliance with 47 U.S.C. § 227(b)(1)(A) (iii) by using an automatic telephone dialing system to call the Plaintiff's number which is assigned to a cellular telephone service and is not legally permitted under any provision of the aforementioned statute.
- 106.The Defendant has committed 6 separate violations of 47 U.S.C. § 227(b)(1)(A).
- 107. The last 3 calls are subject to treble damages pursuant to 47 U.S.C. § 227(b)(3).
- 108.An unintentional call carries a damage amount of \$500; an intentional call carries a damage amount of \$1,500 per violation.
- 109. The Plaintiff has never given the Defendant permission to call Plaintiff's phone. In fact Plaintiff stated in several communications to the Defendant to keep all communications in writing and to not call her phones. Plaintiff is entitled to damages of \$1,500 per violation pursuant

to 47 U.S.C. § 227(b)(3)(B).

110. Plaintiff sent a letter to Defendant Perry demanding an end to the harassment and to keep all communications between NYCHA and the Plaintiffs in writing. Plaintiff urged Defendant Perry to not call her home or cell phones. Defendant Perry ignored Plaintiff's mandate and validation request and had several calls come to the Plaintiff's phone.

### X. SIXTH CLAIM FOR RELIEF <u>VIOLATION OF THE TELEPHONIC HARRASSMENT</u> 15 U.S.C. § 1692d BY NYCHA DEFENDANTS

- 111. The Plaintiff incorporates by reference all of the above paragraphs of this Complaint as though fully stated herein.
- 112. The Defendant called plaintiff's telephone using an auto-dialer and without the prior express consent of the Plaintiff.
- 113. These actions were not only in violation of the TCPA but further violated Plaintiff's rights pursuant to 15 U.S.C. §§ 1692d and 1692d(5).

  See 15 U.S.C. § 1692b; Clark v. Weltman, Weinberg & Reis, Co., L.P.A.,

  2010 WL 2803975, at \*2 (S.D. Fla. July 15, 2010) (stating that allegations which support a cause of action under the TCPA may also support a violation of the FDCPA).

### XI. SEVENTH CLAIM FOR RELIEF NEGLIGENCE BY DEFENDANTS

- 114. The Plaintiff incorporates by reference all of the above paragraphs of this Complaint as though fully stated herein.
- 115. At all times material, Defendant owed a duty to the public, including Plaintiff, to exercise reasonable and ordinary care to keep and maintain its premises in a condition reasonably safe for the use of the public and particularly the disabled. In particular, Defendant had a duty to take such precautions as were reasonably necessary to protect its senior citizens including Plaintiff from criminal forced entry/invasion of privacy which were reasonably foreseeable and preventable by calling Plaintiff Snyder emergency phone numbers.
- 116. The Defendant knew, or in the exercise of reasonable care should have known, that emergency phone numbers should be used before any forced entry or invasion of privacy assault on Plaintiff's apartment.
- 117. The Defendant was negligent and breached its duty of reasonable care for the safety and protection of the public and the Plaintiff in all or more of the following ways:
- (a) By disabling the elevators for long periods of time over 3 hours and doing such day after day,
- (b) By inducing a toilet flood in plaintiff's apartment when the maintenance worker was called to repair and not further damage the toilet,

- (c) By failing to provide a safe and non-hostile living environment,
- (d) By failing to provide adequate maintenance and elevator services,
- (e) By failing to have an adequate number of emergency service maintenance workers to protect senior citizens from unduly delayed elevator repairs,
- (f) By failing to have competent general managers to protect tenants, including the Plaintiff; from abusive and unsafe practices,
- (g) By failing to properly train general managers so that they could protect the tenants, including the Plaintiff; from harassment, abuse and exploitation,
- (h) By failing to take additional safety measures after being put on notice that the elevator services were inadequate;
- (i) By failing to warn, protect, guard, and secure the safety of the Plaintiff's apartment before forced entry, when the Defendant knew or should have known of the dangers associated with forced entry,
- (i) By failing to implement adequate safety measures and procedures necessary to protect the Plaintiff and her property;
- (j) By failing to police, patrol, guard, deter, and otherwise provide adequate protection for tenants from forced entry, induced floods, malicious programming, apartment sabotage, false billing, and non-validated claims when Defendants knew or should have known of foreseeable criminal acts and aggravated harassment.
- 118. As a direct and proximate result of the above-described carelessness and negligence of Defendants, the Plaintiffs, while paying rent for peace and safety, had her apartment flooded through no fault of hers, was terrorized several times due to

negligent management, and her apartment door busted open and left in an unsafe manner, while all of this was done within the arms and under the disguise of NYCHA funding to help the disabled, low income and elderly populations.

- 119. As a result, Plaintiff sustained severe physical injuries, mental pain and suffering, psychological injuries, scarring, trauma, humiliation, disorientation, and the loss of the capacity for the enjoyment of life.
- 120. As a direct and proximate result of the above-described carelessness and negligence of the Defendants, the Plaintiff incurred additional bills to repair the damages from the flood and forced entry. All of the aforementioned damages are permanent and continuing in nature.
- 121. Defendants were guilty of oppression, suppression, fraud, and malice as Defined in GBS § 352-c, and plaintiffs should recover treble damages, in addition to actual damages, exemplary and punitive damages to make an example of and to punish defendants., pursuant to GBS §458-i.
- 122. Plaintiff Elder Levy-Snyder sues the NYCHA Defendants for damages exceeding \$100,000 and demands trial by jury.

#### XII. EIGHTH CLAIM FOR RELIEF FOR VIOLATIONS OF

# CONSTITUTIONAL AND CIVIL RIGHTS PURSUANT TO 42 U.S.C. §§ 1983, 1988 VIOLATION OF FIRST AMENDMENT SPEECH RIGHTS

#### AGAINST ALL DEFENDANTS

- 123. The foregoing allegations are incorporated as if re-alleged herein.
- 124. Plaintiffs FDCPA validation mandates and dispute of alleged debts are speech protected by the First Amendment to the U.S. Constitution.
- 125. At all times, Plaintiff's speech about validation and dispute of the alleged debt of a private citizen was and is a matter of public concern.
- 126. Plaintiff's free speech right to request and dispute an alleged default debt outweighed any interest of the Defendants in suppressing that speech.
- 127. The NYCHA Defendants have criminally and maliciously disregarded Plaintiff's timely filed water damage claim compelling the filing of this law suit for escalated aggravated and terroristic harassment.
- 128. Defendants acted intentionally and with callous disregard for Plaintiff Levy-Snyder clearly established constitutional rights.
- 129. As a direct and proximate result of the Defendants' violations of Plaintiff's constitutional rights, Plaintiff Levy-Snyder has suffered severe and substantial damages.

130. These damages include lost personal property, lost money, lost time, diminished furniture, , litigation expenses including attorney fees, loss of reputation, humiliation, embarrassment, inconvenience, mental and emotional anguish and distress and other compensatory damages, in an amount to be determined by a jury and the Court.

XIII. NINTH CLAIM FOR RELIEF FOR VIOLATIONS OF UCC SECTION 1--203. BREACH OF CONTRACT BY ALL DEFENDANTS

- 131. The foregoing allegations are incorporated as if re-alleged herein.
- 132. Plaintiff has performed all of its obligations under the tenant contract.
- and refused to pay plaintiff in full for the NYCHA induced apartment flood, the water damage claim, and for labor and services for the repair of two locks NYCHA authorized the removal of for unknown reasons.
- 134. NYCHA has breached the warranty of habitability by creating an unsafe and hostile living environment by not validating the alleged rent default debt, destroying Plaintiff Levy Snyder's apartment front door, inducing a flood in her apartment, not fixing the elevators in a timely manner, and disabling the elevators on a continuous basis.

- an unsafe and hostile living environment by allowing strangers in Plaintiff Levy Snyder's apartment when she was not home, without her consent and or knowledge, and NYCHA did such without any written reason or cause.
- 136. Plaintiff has suffered damages as a direct and proximate result of NYCHA's breach of contract.
- 137. Plaintiff has suffered damages and NYCHA has been unjustly enriched as a result of their failure to pay plaintiff for the water damage claim and for the forced entry locks they destroyed.
- 138. Plaintiffs seek full recovery of damages.

#### XIV. TENTH CLAIM FOR RELIEF FOR VIOLATIONS OF GBS § 352-C AND HARASSMENT BY ALL DEFENDANTS

- 139. The foregoing allegations are incorporated as if re-alleged herein.
- 140. The NYCHA defendants committed fraud, deception, concealment, suppression, false pretense, fictitious and pretended default when Defendant Issac Perry sent exhibit 16, to Plaintiffs alleging rent default dates of September 2013 to November 2013 and continued collections after the Plaintiff sent in the rent receipts for such dates.
- 141. The NYCHA Defendants committed Fraud and Conspiracy to Commit Fraud and Intentional Misrepresentation when they continued collections and threatened eviction and gave no reason or cause on their eviction threat letter, after they were notified of Defendant Perry rent validation fraud.

- Tortious Interference with Plaintiff's tenant contract. NYCHA
  Defendant Issac Perry is criminally denying Plaintiff Levy-Snyder
  the required NYCHA affidavit for a premeditated wrongful, lawless
  tortious interference with contracts eviction. He did not send
  Plaintiff Levy-Snyder the yearly NYCHA affidavit and did so with
  intent to defraud. In simple English, since Issac Perry, cannot
  validate his default allegations, his business records are sloppy, he
  has escalated the crimes against Plaintiff Levy-Snyder by criminally
  attempting to create reason to further harass her via a lawless and
  premeditated tortious interference retaliatory and contemptuous
  eviction. Please see exhibit 1A. 20.
- 143. Plaintiff has suffered damages as a direct and proximate result of NYCHA's continued harassment and breach of contract.
- 144. Plaintiffs invoke GBS §458-i Action for recovery of damages by consumer. Any consumer injured by a violation of this article or by the breach by the credit services business of a contract which has been entered into pursuant to section four hundred fifty-eight-f of this chapter may bring an action for recovery of damages. Judgment shall be entered in favor of a consumer in an amount not to exceed three times the actual damages, but in no case less than the amount paid by the buyer to the credit services business. The court may award reasonable attorney's fees to a prevailing plaintiff.

#### XV. ELVENTH CLAIM FOR RELIEF

# FOR VIOLATIONS OF THE FAIR HOUSING ACT, TITLE VIII OF THE CIVIL RIGHTS ACT OF 1968, AS AMENDED BY THE FAIR HOUSING AMENDMENTS ACT OF 1988, 42 U.S.C. §§ 3601 - 3619., SPECIFICALLY 3613 c AGAINST ALL DEFENDANTS

- 145. Plaintiff timely filed a complaint with HUD a charge of discrimination on or about December 19, 2013. Plaintiff has not heard from them since. Additionally Plaintiff has exhausted all administrative remedies seeking help as exemplified in her letter writing campaign in exhibits 1A to 37.
- 146. Plaintiff is an elder and disabled as defined by the Americans with Disabilities Act. She uses a walker and wheel chair and is limited in her daily functions.
- 147. Plaintiff is a victim of Defendants' discriminatory housing practices and is an aggrieved persons as defined in Section 802(i) of the Fair Housing Act, 42 U.S.C. § 3602(i), and she has suffered damages as a result of the conduct described throughout this complaint.
- 148. The NYCHA Defendants discriminated against Plaintiff Levy-Snyder in the terms, conditions, and privileges of rental of a NYCHA dwelling, and in the provision of services in connection therewith, because of race, color, religion, sex, disability status, and national origin.
- 149. The NYCHA Defendants intentionally discriminated against
  Plaintiff Levy-Snyder in violation of the Fair Housing Act by subjecting
  Plaintiff Levy Snyder to arbitrary, capricious, hostile, retaliatory and
  harassing living conditions. Specifically, the defendant's maintenance

department induced a flood in her apartment in retaliation to her seeking validation of alleged rent defaults. Defendants busted her door down without any written cause or reason in retaliation to her seeking validation of alleged rent defaults. Defendants disabled the elevators several times as she arrived home to harass Plaintiff in retaliation to Plaintiff request for validation. Defendants refused to pay for the water damages NYCHA induced in retaliation to her rent default validation requests. Defendants refused to pay for the locks NYCHA busted in retaliation to her disputes and validation requests.

- 150. Defendants intentionally discriminated against Plaintiff in violation of the <u>FAIR HOUSING ACT</u> by creating an unsafe and hostile living environment. NYCHA's conduct toward Plaintiff unreasonably interfered and obstructed plaintiff's tenancy and right to quiet enjoyment of her apartment. The elevator disablement made her apartment inaccessible for over 4 hours. Such created a hostile environment.
- 151. Defendants' intentional discrimination resulted in an adverse eviction threat with no written reason or cause against plaintiff.

  After Plaintiff continued to file dispute and validation mandates, the Defendants escalated the harassment and discriminatory practices by locking her out of her house via the elevator scam, by busting down her door, by flooding her apartment, by refusing to validate the alleged debt and refusing to compensate her for the NYCHA induced damages via disregarding her water damage claim.

- 152. The conduct of Defendants described above constitutes:

  A pattern or practice of resistance to the full enjoyment of rights granted by the Fair Housing Act, 42 U.S.C. §§ 3601
- 153. The NYCHA Defendants did not exercise reasonable care to prevent and cure allegations of harassment. Defendants ratified the wrongful conduct by failing to take appropriate remedial action after becoming aware of the conduct.
- 154. As a direct and proximate result of defendants conduct, plaintiff suffered the above noted injuries and damages cited in the paragraphs above.
- 155. As a direct and proximate result of defendants conduct, plaintiff suffered the loss of her entitled water damage claim, was wrongfully threatened eviction, and incurred expenses in righting the Defendants many wrongs.
- 156. Plaintiff Levy Snyder has suffered Discrimination in Housing based upon Disability in that there was no attempt made by NYCHA to stop the harassment Plaintiff complained of and or repair the elevators in a timely fashion.
- 157. The conduct described above of coercing, intimidating, threatening, and/or interfering with Plaintiff and other disabled tenants in their exercise or enjoyment of rights granted by Section 804 of the Fair Housing Act, as amended, constitutes a violation of Section 818 of the Fair Housing Act, 42 U.S.C. § 3617.

- 158. The conduct of Defendants described herein was intentional, willful, and taken in disregard for the rights of Plaintiff Mazarine Levy Snyder and other disabled tenants.
- 159. Alternatively, the conduct of the NYCHA Defendants was either negligent or intentional, willful, and taken in disregard for the rights of Mazarine Levy Snyder and other disabled tenants.

#### XVI. PRAYER AND CLAIM FOR RELIEF

WHEREFORE, Plaintiffs respectfully prays that judgment in a sum NOT less than \$150,000 be entered against the Defendants for the following CLAIMS OF RELIEF:

1. The FDCPA authorize the Court to award monetary civil penalties for violations when such violations were committed with actual knowledge or knowledge fairly implied on the basis of objective circumstances. Please see exhibits 39-43, these exhibits exemplify that NYCHA Defendants had actual knowledge of their FDCPA, abuse of the disabled, and legal abuse of tenants. These tenant law suits show that the Defendants continued human rights violations, were with actual knowledge and willful, and were committed recklessly and negligently against Plaintiff.

#### Please see:

https://www.google.com/search?q=nycha+settlement&oq=nycha+settlemen t&aqs=chrome..69i57.7492j0j7&sourceid=chrome&espv=210&es\_sm=93& ie=UTF-8

- 2. The NYCHA Defendants violations of the FDCPA, as summarized in this Complaint and in the above noted settlement link exemplify that the defendants commercial obstructions were made with actual knowledge or knowledge fairly implied on the basis of objective circumstances. On behalf of public policy and the FDCPA, the Court is authorized to award penalties for each violation. Plaintiff invokes her right to all monetary off sets for penalties for the Defendants repeated violations.
- 3. Each instance in which the NYCHA Defendants have failed to comply with the FDCPA and GBL laws in one or more of the ways described above, constitutes a separate violation of the FDCPA and GBL for the purpose of assessing monetary civil penalties. Plaintiff seeks monetary civil penalties for every separate violation of the FDCPA and GBL.
- 4. An Order that Defendant's conduct violated the FDCPA, TCPA, and injunctive relief for the Defendant's violations of the stated Acts;
- 5. An order that Declares that Defendants' policies and practices, as evidenced in the exhibits and in this complaint, violate the Fair Housing Act, as amended, 42 U.S.C. §§ 3601 3619;
- 6. An Order that enjoins the Defendants, their agents, employees, and successors, and all other persons in active concert or participation with them from:
- a. Discriminating on account of disability against any person in any aspect of the rental of a dwelling;
- Interfering with or threatening to take any action against any person in the exercise or enjoyment of rights granted or protected by the Fair Housing Act, as amended;

- c. Failing or refusing to take such affirmative steps as may be necessary to (1) restore, as nearly as practicable, the victims of the Defendants' past unlawful practices to the position they would have been in but for the discriminatory conduct; and (2) notify residents of their rental properties as well as the public that the properties will be operated in a manner so as not to discriminate on the basis of disability;
- 7. Awards such damages as would fully compensate Plaintiff Levy-Snyder victim of Defendants' discriminatory housing practices for injuries caused by the Defendants' discriminatory conduct, pursuant to 42 U.S.C. § 3613 (c);
- Awards punitive damages to Plaintiff Levy- Snyder victim of Defendants' discriminatory housing practices, pursuant to §§ 3601 -3619;
- 9. Assess a civil penalty against each Defendant in order to vindicate the public interest, pursuant to §§ 3601 3619;
- 10. Actual damages including Stress related injuries: Indignation and pain and suffering. §§ 3601 3619;
- 11. Violation of First Amendment Speech Rights Pursuant to 42 U.S.C. §§ 1983, 1988;
- 12. For appropriate equitable relief against all Defendants as allowed by the Civil Rights Act of 1871, 42 U.S.C. Section 1983, including the enjoining and permanent restraining of these violations, and direction to Defendants to take such affirmative action as is necessary to ensure that the effects of the unconstitutional and unlawful housing practices are eliminated and do not continue to affect Plaintiffs, or others;

- 13. For an award of reasonable litigation fees and Plaintiffs costs on their behalf expended as to deter Defendants pursuant to the Civil Rights Act of 1871, 42 U.S.C. Section 1988;
- 14. For appropriate compensatory damages in an amount to be determined at trial;
- 15. Statutory damages pursuant to 15 U.S.C. § 1692k.
- 16.Statutory damages pursuant to: Judgment that the Defendants conduct violated the FDCPA, and the NY GBL laws cited above.
- 17. Actual Damages: Malicious loss of reputation, humiliation, loss of furniture, loss of books, loss of carpets, loss of clothes, loss of personal properties, Indignation, Pain, Suffering, Embarrassment, Humiliation, repeated unwarranted invasions of privacy etc...
- 18.Statutory damages pursuant to 15 U.S.C. § 1692k(a)(2)(A) and GBS §458-i.,
- 19. Statutory and actual damages, trebled, pursuant to NY GBL § 349;
- 20. Declaratory and injunctive relief authorized by 28 U.S.C. Sections 2201 and 2202, 42 U.S.C. Section 1983, and Rule 57 of the Federal Rules of Civil Procedure.
- 21. Plaintiffs seek moral, public and private measurements of the damages pursuant to the Ten Commandments; Bill of Rights, 18 USC Sec. 241, 242; Civil Rights Act of 1871, 42 USC Sections 1983, 1985, and 1986.
- 22. That Plaintiff recovers such other and further relief as is just and proper as well as other claims.
- 23. Plaintiffs have attached 47 exhibits with this complaint.

Respectfully submitted,

Miriam Snyder 2125 35th Avenue #5E Astoria, New York 11106 Fax: 866-244-9823

Mazarine Levy Snyder 2125 35th Avenue #5E Astoria, New York 11106 XC: Fax: 866-244-9823

#### **DEFENDANTS:**

N.Y.C. HOUSING AUTHORITY, CHIEF OF STAFF LAW DEPT. 250 BROADWAY, 9 FLOOR NEW YORK, NEW YORK, 10007

ISSAC PERRY, GENERAL MANAGER RAVENSWOOD APARTMENTS NEW YORK CITY HOUSING AUTHORITY, 21-10 35<sup>TH</sup> AVENUE ASTORIA, NY 11106

JOHN RHEA COMMISSIONER NEW YORK CITY HOUSING AUTHORITY 250 BROADWAY, 9 FLOOR NEW YORK, NEW YORK, 10007

#### **COPY SENT TO:**

BUREAU OF CONSUMER PROTECTION FEDERAL TRADE COMMISSION 600 PENNSYLVANIA AVENUE, N.W. WASHINGTON, D.C. 20580 ATTORNEY GENERAL

HOLLY M. LEICHT, REGIONAL ADMINISTRATOR LOCATED AT:

NEW YORK REGIONAL OFFICE

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JACOB K. JAVITS FEDERAL BUILDING

26 FEDERAL PLAZA

SUITE 3541

NEW YORK, NY 10278-0068

PHONE (212) 542-7109 AND FAX (212) 264-0246

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK
MIRIAM SNYDER AND / ON BEHALF OF HER ELDERLY MOTHER MAZARINE LEVY SNYDER
PLAINTIFFS,  CASE NOV-
ISSAC PERRY, INDIVIDUALLY AND AS GENERAL MANAGER IN THE NEW YORK CITY HOUSING AUTHORITY, JOHN RHEA INDIVIDUALLY AND AS COMMISSIONER IN THE NEW YORK CITY HOUSING AUTHORITY AND THE NEW YORK CITY HOUSING AUTHORITY
DEFENDANTS,X VERIFICATION OF COMPLAINT AND CERTIFICATION
STATE OF NEW YORK ) ) ss COUNTY OF BRONX)
Plaintiff, Miriam Snyder hereby declares that the foregoing is true and correct:
1. I am the Plaintiff in this civil proceeding.
2. I have written and read the attached Verified Complaint and all of the
facts contained therein are true to the best of my knowledge, information,
belief and personal experience.

- 3. This civil Complaint is well grounded, cognizable in facts and warranted by existing law or by good faith argument for the extension, modification or enforcement of existing law.
- 4. This civil Complaint is not interposed for any improper purpose.
- 5. I have filed this civil Complaint in good faith and solely for the purposes set forth in it.

Pursuant to 28 U.S.C. § 1746(2), I, Miriam Snyder, hereby declare that the complaint, exhibits and affidavit attached are true and correct.

Dated: July

Rv:

Miriam Snyder 2125 35<sup>th</sup> Avenue #5E Astoria, New York 11106

Fax: 866-244-9823 mirisni@aol.com

#### 

DEFENDANTS,

\_\_\_\_\_

#### **AFFIDAVIT IN SUPPORT**

Before me, the undersigned authority, personally appeared the person identified below, who being by me duly sworn, deposed as follows:

- I, Miriam Snyder, of age and competent to testify, in New York State as follows based on my own personal knowledge:
- 1. For purposes of clarity, please understand that: Rent for a residential apartment is a "debt" covered by the FDCPA. Romea v.Heiberger & Associates, 163 F.3d 111 (2d Cir. 1998); Wright v. BOGS Management, Inc., 98 C2788, 2000 WL 1774086, \*17 (N.D.III., Dec. 1, 2000).
- 2. January 2013 NYCHA harassment escalated via the turning off the heat in Plaintiff Levy Snyder's apartment in the freezing cold in

- retaliation to Plaintiffs request for default rent validation and a grievance.
- 3. July 2013 Plaintiff Levy- Snyder had still received rental reports with non-validated rent arrears allegations. Plaintiff requested validation and a grievance conference. Plaintiffs' requests were disregarded.
- 4. July 2013 the NYCHA harassment surfaced again. Out of nowhere Plaintiff Levy Snyder's toilet would not flush. Plaintiff called NYCHA emergency service to fix the toilet. Please see exhibit 36, the notarized affidavit dated August 16, 2013 with ticket numbers.
- 5. Within hours of the NYCHA maintenance man tampering with Plaintiff's toilet, a vicious toilet sewer flood erupted the same day within hours of the alleged NYCHA toilet repair. The induced flood destroyed Plaintiff's apartment furniture, books, clothes, computers, carpets, and overall goods. The induced flood was over 3 inches.
  - 6. August 2013 Plaintiffs submitted a notarized NYCHA tenant water damage claim. Defendants have disregarded Plaintiffs water damage claim up to this day without reason or cause and despite several grievance requests.

- 7. August 2013 while Plaintiffs were away, NYCHA agents busted
  Plaintiff Levy Snyder's front apartment door down and did so without
  a written reason, cause or emergency. This was new harassment for
  August.
- 8. When the Plaintiffs arrived to the home, the door was busted and destroyed. The door was left somewhat open and in an unsafe manner.

  The Police were called. The Police confirmed that the busted door was a NYCHA Defendants arrangement.
  - 9. August 2013 the Plaintiffs requested that the NYCHA Defendants provide a written reason for the busting down of Plaintiff and Elder Levy Snyder's door, particularly without using the available emergency contact numbers. The NYCHA Defendants did not respond and acquiesced to the fact that the busting down of Plaintiff Levy Snyder's door was for harassment, annoyance, and invasion of privacy purposes and in retaliation to Plaintiff's water damage claim submitted.
  - 10. August and September 2013 the Defendants elevator was disabled each time Plaintiffs entered the building with medical supplies and a full shopping cart. Such was reported.

- 11. September 2013 the elevator was disabled for about over 4 hours during the late night. Plaintiffs went to the police department for shelter because it was cold. After the Ravenswood police and Plaintiffs calling NYCHA emergency services several times, every thirty minutes or more, Plaintiffs notified NYCHA Defendants via emergency services, that the elderly could no longer take this over 4 hour inaccessibility to her apartment ploy.
- 12. Plaintiffs told the NYCHA Defendants emergency service department that she would be forced to a hotel if they could not give an estimate of how many more hours would she have to wait in the cold before getting in her apartment.
- 13. NYCHA emergency services said they had no idea when the elevator would be fixed. At this point, Plaintiffs knew harassment was ruling and notified the Defendants that such harassment would be counteracted via getting a hotel room and deducting such from the rent since the NYCHA elevator scam was in full force and was the direct cause her apartment was made inaccessible.

- 14.Plaintiffs waited in the cold and in the police department for several hours and NYCHA defendants used such incident to further harass Plaintiff's by stating there was no idea of when the elevator would be fixed.
- 15. This NYCHA Defendant elevator scam made Plaintiff Levy Snyder's apartment inaccessible, was used to induce stress and trauma on the elderly, was malicious, and was unwarranted. The elevator could have been repaired in a timely manner.
- 16.At about 3 or 4 in the morning, Plaintiff's daughter took her mother to a hotel for safety reasons and due to this NYCHA elevator harassment and induced trauma scam.
- 17. September 2013 Plaintiffs submitted a rent offset with itemized listings of damages incurred via NYCHA harassment from the elevator scam, which was the hotel bill and the bill for counteracting NYCHA's busted door harassment.
- 18. The Defendants busted front door harassment and induced trauma scam effectuated the busting and breaking of all of the plaintiff's locks through no fault of Plaintiff. Despite the Defendants busting down of the door, NYCHA refused to make the Plaintiff Levy- Snyder whole and repair the three locks the Defendants busted.

- 19. The NYCHA Defendants refused to repair the three locks despite the breaking of such was no fault of Plaintiff. Consequently, in an attempt to counteract the harassment, be safe, and be made to a similarly situated situation, the Plaintiffs hired a lock smith and replaced the busted NYCHA locks.
- 20. The NYCHA harassment plan was in full effect and prioritized. The intent was to harass and hurt the elderly's pocket. Consequently, the Plaintiff's paid the upfront cost for the damages incurred by NYCHA and took such out of the September 2013 rent to counteract this type of theft of money malicious NYCHA programming.
- 21. Please note the additional spending on locks was burdensome because additional spending was incurred due to the NYCHA induced flood which was administered the month before, July 2013.
- 22. September 23, 2014 Plaintiffs requested a grievance conference to seek an end to the harassment, to settle the alleged rent default, to settle the NYCHA water damage claim, and to settle the rent offsets.
- 23. September 2013 Plaintiffs met with Mr. Perry and he sent both
  Plaintiffs to Ms. Paul. Plaintiffs met with Ms. Paul and she sent the
  Plaintiffs to Mr. Perry. Plaintiff Miriam Snyder and her elderly mother
  were put in harm's way by this zoo like management. No conference

- was had, the sole purpose of the Defendants appearing to want to meet was for purposes of harassment.
- 24.October 2013 Plaintiff's apartment was sabotaged. Plaintiff went away and came back to a busted and scratched glass table. The table was not scratched or busted when the Plaintiff left her home.
- 25.October 2013 Defendant Issac Perry further escalated the harassment.

  An open NYCHA false rent demand letter was plastered on Plaintiff's door and a neighbor removed and read it.
- 26. The Defendants false, malicious, and non-validated rent demand claims wilfully disregarded the rent offsets and caused Plaintiff Levy Snyder further injury, induced trauma, embarrassment and humiliation, coupled with the previous months induced flood and elevator trauma.
- 27. The plastering of the Defendants false, malicious, and non-validated rent demand claims on plaintiff's door is a malicious annoyance tactic done with specific intent to invade Plaintiff's privacy and covertly defame her good name via false and non-validated allegations, a direct obstruction of the FDCPA.

- 28. October 2013 NYCHA defendants continued the harassment by having NYCHA agents call Plaintiffs regarding the Defendants non validated rent default, despite Plaintiffs telling Defendants to keep all communications in writing and to not call Plaintiffs.
  - 29. Plaintiffs requested Defendants to validate the alleged rent arrears again.
  - 30. November 2013 the Defendants submitted a falsified validation alleging rent was missing from September 2013 to November 2013. The Plaintiffs submitted rent receipts for September 2013 to November 2013.
  - 31.Defendants continued sending collection and default rent demands after the Plaintiffs sent copies of the Defendants alleged missing rents.
- 32. The Defendants violated the FDCPA when they continued collections without providing a proper validation.
  - 33.Section 809(b) of the FDCPA, 15 U.S.C. § 1692g (b), provides, inter alia, that if a consumer notifies a debt collector in writing, within thirty days of the consumer's receipt of the initial communication from the debt collector, that the debt is disputed, the debt collector shall cease collection of the debt until the debt collector obtains and provides verification of the debt to the consumer.

- 34. In numerous instances, through the means described in the attached complaint, Plaintiffs notified the NYCHA Defendants, in writing within the thirty-day period described in Section 809(a) of the FDCPA, 15 U.S.C. § 1692g (a), that the debt, or a portion thereof, is disputed, the Defendants failed to respond, or obtain and provide verification of the debt to the consumer and continued to attempt to collect the debt.
- 35.The NYCHA Defendants refusal to validate their alleged debt constitute violations of Section 809(b) of the FDCPA and 15 U.S.C. §1692g (b).
- 36. Because of the Defendants violations of the above noted multiple sections of the FDCPA Plaintiff Mazarine Levy Snyder is entitled to damages for breach of NYCHA Defendants duty.
- 37. The evidence shows that the Plaintiffs are entitled to damages against the NYCHA Defendants for these claims.
- 38. February 2014, immediately after filing the attached police report regarding NYCHA's conspiracy to murder and harassment, the Defendants used another NYCHA agent to call Plaintiff Miriam Snyder for purposes of harassment. An alleged Mr. Kamache from NYCHA called Plaintiffs cell phone to harass plaintiffs. Plaintiff Miriam Snyder asked Mr. Kamache was he interested in trying to resolve this matter

- and he said no. His sole purpose of calling was to harass plaintiffs regarding this NYCHA abuse, harassment, induced trauma, covert attempted murder and alleged non validated rent default case. At no time was he given permission to call Plaintiffs.
- 39. The Defendants violated the Telephone Consumer Protection Act (TCPA) by calling Plaintiff's cell phone several times with no prior permission given by Plaintiffs. Each time Plaintiff answered the Defendant's call they were met with "dead-air" until such time as one of Defendant's debt collection representatives picked up the line and asked to speak with the Plaintiffs. Plaintiffs responded with, please stop calling.
- 40. Plaintiffs maintain that Defendant's repeated phone calls were unlawful as the Defendants did not have Plaintiff's "prior express consent" to call her home and or cellular telephone using an auto-dialer. The Defendant placed multiple calls to Plaintiff's cell phone and repeatedly harassed and invaded the privacy of the Plaintiff.
- 41. The Defendant's phone number was 1718 707 8631 when they called the Plaintiff's cellular telephone number at 516 642 6007.
- 42. The Defendants obstructed the Fair Housing Protection Act by invoking relentless and terroristic harassment detailed in the complaint against plaintiff Levy Snyder because she is elderly and disabled.

- 43. The Defendants harassed Plaintiffs relentlessly as detailed in the complaint because Plaintiffs exercised their free speech rights to document NYCHA crimes, dispute and request validation pursuant to consumer protections in the FDCPA.
- 44. The NYCHA Defendants have acted in a most criminal, shocking of the conscience manner against Plaintiff and elder Mazarine Levy Snyder and for these reasons, police reports and this law suit has been prepare to be filed. Please see the conscience shocking pictures in the exhibits attached of the NYCHA induced flood, busted door, Plaintiff Levy Snyder forced to take stairs due to the multiple elevator disablement scams and the apartment sabotage crimes. Please see exhibits 1A. 5-6.
- 45. Please note Plaintiff Miriam Snyder did in good faith try to settle this matter with Ms. Perry in September 2013. His harassment was prioritized and no settlement was reached.
- 46. Plaintiffs seek criminal charges against the NYCHA Defendants for the crimes inflicted on elder Mazarine Levy Snyder and her daughter Miriam Snyder.
- 47. Plaintiffs invoke supplemental claims for relief pursuant to penalties under 42 U.S. Code § 3631 Violations and penalties for each and

every injury and damage inflicted on plaintiffs via NYCHA defendants continual and unregulated threat of force, willful injuries, intimidation and interference with the safety and enjoinment of Plaintiff Levy Snyder's home as exemplified in the exhibits and detailed in the attached complaint.

- 48. Plaintiff Miriam Snyder is competent to make these personal statements of fact as she is an injured and interested party who has suffered from the commercial and psychological ramifications for the defendants' ongoing and unregulated harassment, terrorism, housing crimes, obstructions of the rule of law and violations.
- 49. Plaintiff Miriam Snyder is forwarding this complaint and appealing for help on behalf of the elderly and disabled from the local Housing Secretary via HOLLY M. LEICHT, Regional Administrator located at:

New York Regional Office
NY\_Webmanager@hud.gov
Jacob K. Javits Federal Building
26 Federal Plaza
Suite 3541
New York, NY 10278-0068
Phone (212) 542-7109 and Fax (212) 264-0246

50. Plaintiff Miriam Snyder is forwarding this complaint and is appealing for help on behalf of the elderly and disabled from the NYS Attorney General Schneider located at:

Office of the Attorney General The Capitol Albany, NY 12224-0341 NYAG.Pressoffice@ag.ny.gov

- 51.Plaintiff Miriam Snyder hereby and herein reserve the right to amend and make amendments to this document as necessary in order that the truth may be ascertained and proceedings justly determined.
- 52.If the parties given notice by means of this document have information that will controvert and overcome this affidavit, advise Plaintiffs in written affidavit form within 10 days from certified receipt of this document providing Plaintiff with their counter affidavit demonstrating with particularity by stating all requisite actual evidentiary facts and all requisite actual law and not merely undetailed irrelevant facts or inconclusive irrelevant facts of law.
- 53. If the counter affidavit is substantially and materially false and made in order to attempt to change Plaintiffs authenticated status and declarations of fact by assumption, falsification of the record, and general unlawful and illegal actions, the counter affidavit will stand as unfounded and may be subject to <u>penalty of perjury</u>.
- 54. NYCHA Defendants continued disregard of Defendants induced damages particularly while continuing to collect and damage Plaintiffs will stand as consent and as implied and tacit approval of the factual declarations herein being established as fact as a matter of law.
- 55. Plaintiffs invoke the below judicial notice regarding pro se litigation:

  Pro se litigants have made notable contributions to the basic structure
  of American law. A pro se petition filed by Clarence Gideon resulted in
  the landmark holding of *Gideon v. Wainwright*, Pro se litigants have

initiated suits that resulted in landmark holdings in tax, civil rights, and habeas corpus law.

See 372 U.S. 335 (1963) (right to counsel in all felony cases). See, e.g., Jackson v. Statler Found., 496 F.2d 623, 625-26 (2d Cir. 1974) (non-prisoner pro se raised the issue of first impression whether a tax exemption to a private foundation may constitute state action). This case was termed "the most significant contest determined by the Second Circuit in the 1973-74 term." Flannery & Robbins, supra note 38, at 774. See, e.g., Sostre v. McGinnis, 442 F.2d 178, 181-82 (2d Cir. 1971) (pro se prisoner challenged a one year imposition of solitary confinement and seizure of all his personal belongings), cert denied, 404 U.S. 1049 (1972). Judge Kaufman characterized Sostre as presenting "important questions concerning the federal constitutional rights of state prisoners which neither Supreme Court precedent nor our own past decisions have answered." See id at 181. See also Procunier v. Martinez, 416 U.S. 396, 418 (1974) (broad censorship of prisoner's mail violates the first amendment); Johnson v. Avery, 393 U.S. 483, 490 (1969) (right to assistance of jailhouse lawyers to pursue habeas corpus relief); Jackson v. Bishop, 404 F.2d 571, 572-75 (8th Cir. 1968) (requiring reforms at the Tucker Prison Farm in Arkansas).

See, e.g., United States ex rel. Johnson v. Chairman of New York State Bd. of Parole, 500 F.2d 925, 926 (2d Cir. 1974) (pro se prisoner's habeas corpus petition raised the issue of whether a parole board must include a statement of its reasons when it denies a prisoner parole).

- 56. Pro se pleadings generally are held to less stringent standards than those applied to members of the Bar. For example, in reviewing a pro se litigant's complaint for dismissal, the court must read the complaint less stringently than it would an attorney's. See Hughes v. Rowe, 449 U.S. 5, 9-10 (1980) (per curiam); Haines v. Kerner, 404 U.S. 519, 520-21 (1972) (per curiam); Madyun v. Thompson, 657 F.2d 868, 876 (7th Cir. 1981). Pro se prisoners are not prejudiced by the filing of handwritten materials. See Twyman v. Crisp, 584 F.2d 352, 358 (10th Cir. 1978) (per curiam); Tarlton v. Henderson, 467 F.2d 200,201 (5th Cir. 1972) (per curiam).
- 57. Pro se complaints should not be dismissed for failure to state a claim unless it is apparent that they are unsupportable in law or fact.

  See Brandon v. Dist. of Columbia Bd. of Parole, 734 F.2d 56, 62 (D.C. Cir. 1984), cert, denied, 469 U.S. 1127 (1985); Williams v. Kullman, 722 F.2d 1048, 1050 (2d Cir. 1983); Bayron v. Trudeau, 702 F.2d 43, 45 (2d Cir. 1983).

- 58. If the complaint misapprehends the claim appropriate to its grievance, the trial court must recharacterize the claim. See Madison v. Tahash, 359 F.2d 60, 61 (8th Cir. 1966) (construing application for appointment of counsel as one for a certificate of probable cause); United States ex rel. Johnson v. Chairman, N.Y. State Bd. of Parole, 363 F. Supp. 416, 417 (E.D.N.Y. 1973) (application for order mandating parole board to state reasons for denying parole may be treated as habeas corpus petition), aff'd, 500 F.2d 925 (2d Cir.), vacated and remanded, 419 U.S. 1015 (1974). But see Mundy v. Winston, 457 F. Supp. 678, 680 (E.D. Va. 1978) (pro se litigant always must have ultimate decision to elect what claim he will pursue).
- 59. The pleadings and exhibits attached show clear, malicious, discriminatory, unwarranted, terroristic harassment of the elderly and disabled while the plaintiff exercised her constitutional free speech right to document aggravated harassment crimes, dispute alleged default debt, and request validation and grievance procedure compliance.
- 60. This matter could have been resolved by the enforcement of one non abusive and non-harassing grievance. This was discriminatorily and maliciously denied, just as Plaintiff Levy-Snyder rights were denied

and disregarded. How many other elderly and disabled NYCHA residents are being assaulted like this? An investigation is warranted and an end to these exploitation and harassment crimes is needed.

There are 47 exhibits attached. Please read them all. Thank you.

I, Miriam Snyder declare under penalty of perjury under the laws of the United States of America that the attached Complaint against NYCHA Defendants as well as the exhibits, verification and this affidavit, are true and correct.

Miriam Snyder

Made pursuant to the Constitution for the United States of America all laws in pursuance thereof and Title 28 USCA Section 1746

STATE OF NEW YORK
COUNTY OF BRONX
ss.

On this 38 day of FERMARY Soft before the undersigned Notary Public in and for the State of New York, personally appeared before me Miriam Snyder and acknowledged to me that she executed the above as her free and voluntary act.

Given under my hand and seal the day and year last above written.

Ehn Odocher

**Notary Public** 

My commission expires: 8/8/2015

SEAL

68

MAZARINE LEVY SNYDER	
DI ATAURITE	AFFIDAVIT
PLAINTIFFS,	
	CASE NO.
-V-	
ISSAC PERRY, INDIVIDUALLY	AND AS
GENERAL MANAGER IN THE I	NEW YORK CITY HOUSING AUTHORITY,
JOHN RHEA INDIVIDUALLY A	ND AS COMMISSIONER IN THE NEW
YORK CITY HOUSING AUTHO	RITY AND THE NEW YORK CITY
HOUSING AUTHORITY	
DEFENDANTS,	
	X

I authorize my daughter Miriam Snyder to act on my behalf in this lawsuit as she is my daughter, care giver, has firsthand knowledge regarding my NYCHA

complaint and exhibits.

tenancy and has witnessed all the events.

NYCHA has done me wrong and I seek the wrongs to be made correct. I have been traumatized by the NYCHA defendant's malicious acts. I have been injured and damaged and because of such I authorize my daughter to actively pursue this law suit on my behalf. Thank you.

I, Mazarine Levy Snyder declare under penalty of perjury under the laws of the United States of America that the attached Complaint against NYCHA Defendants as well as the exhibits, verification and this affidavit, are true and correct.

Made pursuant to the Constitution for the United States of America all laws in pursuance thereof and Title 28 USCA Section 1746

STATE OF NEW YORK COUNTY OF BRONX

On this 28 day of FEBRUARY 2014 before the undersigned Notary Public in and for the State of New York, personally appeared before me Miriam Snyder and acknowledged to me that she executed the above as her free and voluntary act.

Given under my hand and seal the day and year last above written.

**Notary Public** 

My commission expires: 8 2015
SEAL:

### EXHIBIT 1A

## CRIMINAL REPORT POSTED AT:

http://issuu.com/prayerwarriorsneeded/docs/police\_report\_nycha\_issac\_perry\_fin

2125 35<sup>TH</sup> Avenue #5 E Astoria, New York 10467 February 24, 2014

Andrew Cuomo, NYS Governor,

http://www.governor.ny.gov/contact/GovernorContactForm.php

Elder Abuse Unit State of New York, State Capitol Albany, NY 12224

NYC FBI, E-mail: ny1@ic.fbi.gov

FBI Victim Assistance, Elder Abuse Unit

26 Federal Plaza, 23rd Floor New York, NY 10278-0004

Phone: (212) 384-1000 AND Fax: (212) 384-4073 / 4074

Mr. Schneider, NYS Attorney General, <a href="mailto:nysattorneygeneral@public.govdelivery.com">nysattorneygeneral@public.govdelivery.com</a>
Elder Abuse Unit
Office of the Attorney General
The Capitol
Albany, NY 12224-0341

Bureau of Consumer Protection, COMPLAINT@FTC.GOV

Federal Trade Commission 600 Pennsylvania Avenue, NW Washington, DC 20580 (202) 326-2222

Lynn Rosenthal, White House Advisor on Violence against Women
The White House
1600 Pennsylvania Avenue NW
Washington, DC 20500
http://www.whitehouse.gov/contact/submit-guestions-and-comments

Mayor Bill de Blasio,

http://www.nyc.gov/html/static/pages/officeofthemayor/contact.shtml

City Hall

New York, NY 10007

Shola Olatoye, NYCHA Chairperson
<a href="http://www.nyc.gov/html/mail/html/mailnycha.html">http://www.nyc.gov/html/mail/html/mailnycha.html</a>
250 Broadway
<a href="https://www.nyc.gov/html/mail/html/mailnycha.html">https://www.nyc.gov/html/mail/html/mailnycha.html</a>
250 Broadway
<a href="https://www.nyc.gov/html/mail/html/mailnycha.html">NY, NY 10007</a>

US Senator Schumer, <u>senator@schumer.senate.gov</u> 757 Third Avenue New York, New York 10017

FAXED TO: 212 486-7693 and 202 224-6542

William J. Bratton, Commissioner<a href="http://www.nyc.gov/html/mail/html/mailnypd.html">html/mailnypd.html</a>
Elder Abuse Unit

NYC Police Department
One Police Plaza

NY, NY

pbath@legal-aid.org

sarah@nedap.org

josh@nedap.org

alexis@nedap.org

joby@nedap.org

monica@nedap.org

RE: NYCHA RELENTLESS ELDER ABUSE GENERAL MANAGER ISSAC
PERRY, RAVENSWOOD APARTMENTS UNREGULATED, CONTINUED AND
LIFE THREATENING AGGRAVATED HARASSMENT AND INDUCED
TRAUMA ON THE ELDERLY, ACTIVE PARTICIPANT IN A PREMEDITATED
CONSPIRACY TO MURDER

#### Dear Public Officials:

I write this letter on behalf of my elderly mother who is being harassed relentlessly by Issac Perry General Manager of NYCHA, Ravenswood apartments. I seek criminal charges to be placed on him to punish him and restrain his documented and relentless covert conspiracy to murder plan.

Every month he has implemented life threatening practices that serve no purpose other than to harass, abuse, traumatize, and retaliate against the elderly because he is not supervised properly and is desperately acting as a hit man for the law department. The terrorism is unbearable.

Currently he is conspiring a malicious, contemptuous, retaliatory and unwarranted eviction against my elderly mother while her rent is current and paid and while receipts were sent to him for the months he alleged were not paid. Please see exhibits 16-19.

In addition to conspiring a deliberate lawless eviction, he has managed the breaking down of my mother's door while she was not home, without any written reason or cause, despite requests for such. He has assigned maintenance workers to induce an apartment flood. Please see the criminal report dated August 6, 2013 posted at:

https://drive.google.com/file/d/0B4GxpI4lqlisX3VvZjJVU1hRMmc/edit?usp=sharing

He has disregarded/denied her entitled water damage compensation claim for no reason. He has managed the disabling of her elevator on a daily basis when she comes home with medical equipment and filled shopping carts. He has refused to honor the warranty of habitability tenant protections for when the apartment was not accessible. He has refused to validate his created alleged rent default debt. He has refused to send her the rental affidavit for 2014.

He is being used by the law department for Tortious Interference with Contracts. He is criminally denying my mother the required NYCHA affidavit for a premeditated wrongful, lawless tortious interference with contracts eviction. He did not send my mother the yearly NYCHA affidavit and did so with intent to defraud. In simple English, since Issac Perry, cannot validate his default allegations, his business records are sloppy, he has escalated the crimes against my mother by criminally attempting to create reason to further harass her via a lawless and premeditated tortious interference retaliatory eviction. Please see exhibit 20.

Isaac Perry is criminally trying to create contractual grounds for termination of lease via his documented and unregulated scheme to defraud and elder abuse NYCHA affidavit denial. This is the act and behavior of a

criminal psychopath and such criminal behavior does not belong in management much more near any vulnerable population.

He is currently threatening a premeditated lawless eviction to further traumatize the elderly, because he is not supervised properly. His schemes to defraud are criminally expert planned but implemented with ignorance. He is planning a lawless and contemptuous eviction for no other purpose but to harass my elderly mother and he is doing such while her rent is paid and current and while he has not validated his criminally insane allegations.

Please note that, in response to one of my mother's request for validation, Mr. Perry alleged that rent was missing from September 2013 to November 2013. Each month's rent was submitted. Despite such, Mr. Perry escalated the harassment crimes by threatening my mother eviction while he alleged default has not been validated and has been disputed. He is an active participant in the management of NYCHA as the Wild, Wild West and as such he is responsible for this deadly management tactic.

He has obstructed every protection in the FDCPA and his harassment is now life threatening, as such this criminal report is written. He is managing NYCHA as if slave masters are ordering his crimes and he has no common sense to refuse to partake in elder abuse, harassment, fraud, malice, and a documented conspiracy against rights that can kill, particularly the elderly via continuous and relentless criminally insane induced trauma.

NYCHA is using incompetent, possible psychopathic managers to abuse, harass, and traumatize the elderly. This has been done in this matter and we seek an end to such.

Mr. Perry has been used to terrorize, harass, further oppress, and attempt to disguise kill the very same vulnerable population NYCHA is funded to help and protect.

No one is supervising or penalizing NYCHA for harming, damaging, abusing, exploiting, and harassing the vulnerable population it is funded to help and protect. My elderly mother has suffered immensely behind this lack of supervision.

NYCHA is using its law department inappropriately which is the use of workers as conspirators in conspiracy to murder plots. They are using workers to silence harassment, abuse, and exploitation complaints.

The law department is supposed to guide NYCHA in the enforcement of tenant protection laws, as well as landlord protections. This is not what is happening. The law department is ordering the harassment and targeting of elderly and disabled populations and incompetent desperate workers, like Mr. Perry are implementing this deadly and corrupted plot.

Had the law department guided Mr. Perry properly the above elder abuse, induced trauma, aggravated harassment criminal practices would not had occurred.

Due to the NYCHA's induced flood, induced trauma via forced entry in my elderly mother's apartment without written reason or cause, the apartment vandalism and sabotage and the apartment lock outs of an elderly person for more than 4 hours via the NYCHA elevator scam, we are filing the below charges against Issac Perry for his willful management and participation in this documented conspiratorial attempted covert murder via continuous induced trauma and stress.

We ask that official charges be placed on him so he will understand the law of the land and stop NYCHA management by deadly and ruthless harassment of the elderly. He must be taught to respect the rights of people, particularly the rights of the elderly and disabled.

It is my professional opinion that Mr. Perry and other NYCHA conspirators are participating in a documented conspiracy to murder plot where the target is elderly and they are covertly trying to kill her prematurely under the disguise of the aging process. For the record, if anything happens to my mother it is directly related to the NYCHA induced trauma, harassment and MKULTRA tactics inflicted on us.

Mr. Perry's management in this matter is with intent to harass, annoy, threaten and alarm. Please see exhibits 1-29. Each of the crimes could have been prevented with due diligence, common sense and basic respect for consumer protections.

Mr. Perry's written communication, specifically his lawless eviction threats and non-validated default rent demands, coupled with the NYCHA induced flood, the disregard of my elderly mother's water damage claim, the lawless forced entry in her apartment with no cause, no warrant, and no reason, the conspiratorial elevator disablements, the apartment sabotage and vandalism, exemplify a manner likely to cause annoyance and alarm. This is especially aggravating for the elderly and when rent receipts were submitted to counteract this fraud, yet the fraud and terrorism via threats continue and escalate.

Additionally, Issac Perry has managed the plastering of his non proven and non-validated default claims on my mother's front door. The doing of such while rent receipts have been submitted epitomize intent to harass, annoy, threaten and alarm.

I am putting together a civil law suit but in the mean time we seek the restraining of Issac Perry and the NYCHA law Department's cult who has participated/ordered the assault on my mother's right to live free from aggravated harassment. These legal abuse lynchings, harassment and terroristic tactics have no place in an agency that is funded to provide safe housing. This lawless cult must be exposed and stopped.

Please investigate the below criminal charges as they relate to the many complaints we have written regarding Issac Perry's desperate and unregulated criminal NYCHA management practices that have harmed and can kill.

The crimes he and his lawless cult brothers need to be charged with include:

- 7. 18 U.S. Code § 1117 Conspiracy to murder
- 8. 18 U.S.C. \$1030(a)(4): Falsification of computer records
- 9. 18 U.S.C. §872: Extortion under the color of law
- 10. 18 U.S.C. §1341: Fraud
- 11. 18 U.S.C. §4: Misprision of felony
- 12. New York Penal Article 240 § 240.30 Aggravated Harassment in the Second Degree

In closing, the tripartite structure (Federal, City and State) makes the governance of NYCHA virtually impossible by plausible deniability design. This criminal design makes accountability and supervision, particularly over the NYCHA law department, a malicious exercise in round-robin finger pointing and puts the lives of vulnerable populations in high danger risk. For this reason, specifically, the lack of supervision and accountability over NYCHA's law Department has effectuated the need for this criminal report.

NYCHA should not be acting as a criminal terroristic entity (as exemplified in this matter) against the vulnerable population they are funded to provide safe housing for and supposed to protect. God's people must exercise the God given authority to stop these demons from targeting and exploiting vulnerable populations they are funded for and required to protect.

Issac Perry's aggravated harassment, hit man behaviors, elder abuse management and ring leader participation in a well-documented conspiracy to murder must be stopped. Professional assistance and criminal charges against Mr. Perry is needed and sought. Pursuant to the Most High God's laws and manmade laws, I attest that everything I have written is true, correct and not misleading and has been written to stop the crimes noted above and in the exhibits. I have attached 29 exhibits to this criminal complaint. Thank you.

Sincerely,

Miriam Snyder on behalf of Mazarine Levy Snyder

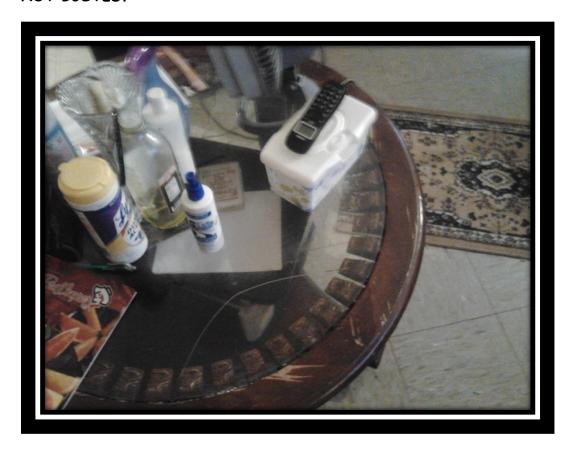
Musam Sungar Mazare Jeng Anyabe

2125 35th Avenue 5e

Astoria, New York 11106

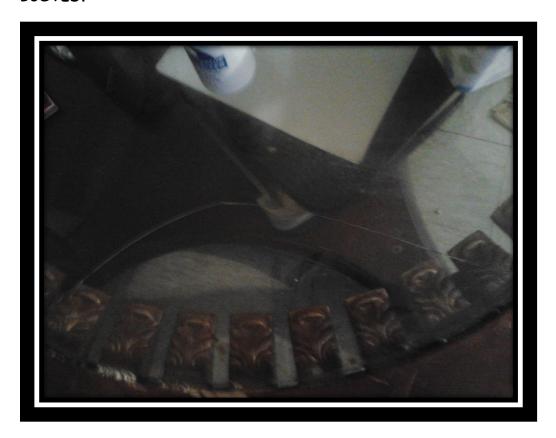
Fax: 866-244-9823

THIS IS OCTOBER 2013 HIT MAN ISSAC PERRY APARTMENT SABOTAGE IN RETALIATION TO FDCPA VALIDATION REQUESTS OF HIS CREATED OUT OF THIN AIR DEFAULT ALLEGED DEBTS. THIS IS MY MOTHER'S CENTER TABLE, IT WAS BUSTED WHEN WE CAME IN. WHEN WE LEFT, THE GLASS WAS NOT BUSTED.



#### Exhibit 2

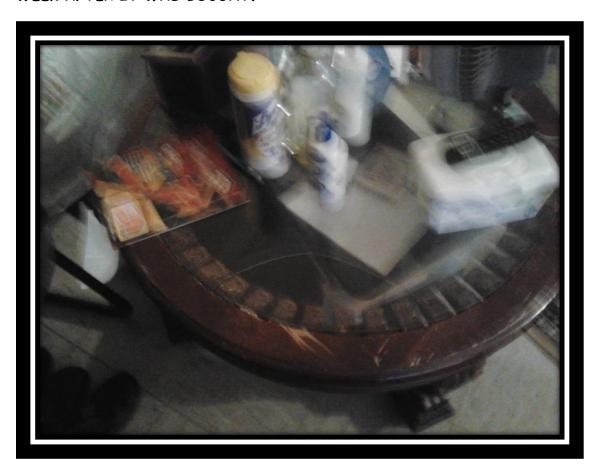
THIS IS OCTOBER 2013 HIT MAN ISSAC PERRY APARTMENT SABOTAGE IN RETALIATION TO FDCPA VALIDATION REQUESTS OF HIS CREATED OUT OF THIN AIR DEFAULT ALLEGED DEBTS. THIS IS MY MOTHER'S CENTER TABLE, IT WAS BUSTED WHEN WE CAME IN. WHEN WE LEFT THE GLASS WAS NOT BUSTED.



THIS IS OCTOBER 2013 HIT MAN ISSAC PERRY APARTMENT SABOTAGE IN RETALIATION TO FDCPA VALIDATION REQUESTS OF HIS CREATED OUT OF THIN AIR DEFAULT ALLEGED DEBTS. THIS IS MY MOTHER'S CENTER TABLE, IT WAS BUSTED WHEN WE CAME IN. WHEN WE LEFT THE GLASS WAS NOT BUSTED.



THIS IS OCTOBER 2013 HIT MAN ISSAC PERRY APARTMENT SABOTAGE IN RETALIATION TO FDCPA VALIDATION REQUESTS OF HIS CREATED OUT OF THIN AIR DEFAULT ALLEGED DEBTS. THIS IS MY MOTHER'S CENTER TABLE, IT WAS BUSTED WHEN WE CAME IN. WHEN WE LEFT THE GLASS WAS NOT BUSTED. PLEASE NOTE THE SCRATCHES WERE ALSO PUT ON THE TABLE THE WEEK AFTER IT WAS BOUGHT.



THIS IS HIT MAN ISSAC PERRY'S AGGRAVATED HARRASSMENT AND ELDER ABUSE MANAGEMENT IN RETALIATION TO FDCPA VALIDATION REQUESTS. THE NYCHA ELEVATOR WAS BROKEN AGAIN SEPTEMBER 7, 2013 AT 6: PM. THIS WAS THE SECOND TIME IN TWO DAYS. THE WALKER AND MEDICAL SUPPLIES HAD TO BE TAKEN DOWN THE STAIRS. THE BELOW PICTURE IS OF AN ELDERLY PERSON 85 YEARS OLD STRUGGLING DOWN THE STAIRS IN THE BELOW PICTURE BECAUSE OF ISSAC PERRY'S SECOND DAY ORDERED ELEVATOR DISABLEMENT TO HARASS MY MOTHER AND I. THE NIGHT BEFORE THE ELEVATOR WAS DISABLED FOR OVER 4 HOURS IN THE COLD NIGHT. I TOOK MY MOTHER TO A HOTEL WHILE HER RENT WAS PAID. BECAUSE OF ISSAC PERRY'S INCOMPETENCE OF THE WARRANTY OF HABITABILITY AND VALIDATION LAWS, MY ELDER MOTHER WAS AGAIN HARASSED. TICKET NUMBER 295361



THIS IS HIT MAN ISSAC PERRY'S AGGRAVATED HARRASSMENT AND ELDER ABUSE MANAGEMENT IN RETALIATION TO FDCPA VALIDATION REQUESTS. THE NYCHA ELEVATOR WAS BROKEN AGAIN SEPTEMBER 7, 2013 AT 6: PM. THIS WAS THE SECOND TIME IN TWO DAYS. THE WALKER AND MEDICAL SUPPLIES HAD TO BE TAKEN DOWN THE STAIRS. THE BELOW PICTURE IS OF AN ELDERLY PERSON 85 YEARS OLD STRUGGLING DOWN THE STAIRS IN THE BELOW PICTURE BECAUSE OF ISSAC PERRY'S SECOND DAY ORDERED ELEVATOR DISABLEMENT TO HARASS MY MOTHER AND I. THE NIGHT BEFORE THE ELEVATOR WAS DISABLED FOR OVER 4 HOURS IN THE COLD NIGHT. I TOOK MY MOTHER TO A HOTEL WHILE HER RENT WAS PAID. BECAUSE OF ISSAC PERRY'S INCOMPETENCE OF THE WARRANTY OF HABITABILITY AND VALIDATION LAWS, MY ELDER MOTHER WAS AGAIN HARASSED. TICKET NUMBER 295361













NYCHA NON PROCEDURAL BROKEN LOCK INCIDENT, REFUSAL TO CALL EMERGENCY PHONE NUMBERS, ISSAC PERRY'S AUTHORIZATION TO BUST LOCKS WITH NO WRITTEN REASON AND REFUSAL TO REPAIR TWO LOCKS NYCHA ORDERED/AUTHORIZED BUSTING LOCKS WITHOUT EVER CALLING TENANT OR EMERGENCY PHONE NUMBER

MAZARINE LEVY-SNYDER RECEIPT FOR THE LOCK REPAIR

ADMIRAL LOCK & KEY CO., INC.  24 Hour Service 37-17 Broadway ASTORIA, NY 11103 (718) 274-2491 626-3320
ADDRESS MAZGWINE Levy-Sayder 21-25 35tale #5.F
OTY.  DESCRIPTION PRICE AMOUNT
1 Froh m Stall. 825.w With my distant
Rand casH Brs. W
All claims and returned goods MUST be accompanied by this bill.  Thank Your countries of the second

THIS IS HIT MAN ISSAC PERRY RETALIATION TO FDCPA VALIDATION REQUESTS OF HIS CREATED OUT OF THIN AIR DEFAULT ALLEGED DEBTS. THIS IS A PICTURE SHOWING THE OVER 2 INCHES OF WATER FLOOD INDUCED IN MY MOTHER'S APARTMENT VIA A NYCHA MAINTENACE MAN OBSTRUCTING THE TOILET THE DAY BEFORE. THIS IS A PICTURE OF THE DEVASTATING SEWER/TOILET FLOOD IN THE NYCHA APARTMENT ON JULY 22, 2013 THE DAY AFTER A NYCHA MAINTENNCE MAN WORKED ON THE TOILET.



THIS IS HIT MAN ISSAC PERRY RETALIATION TO FDCPA VALIDATION REQUESTS OF HIS CREATED OUT OF THIN AIR DEFAULT ALLEGED DEBTS. THIS IS A PICTURE SHOWING THE OVER 2 INCHES OF WATER FLOOD INDUCED IN MY MOTHER'S APARTMENT VIA A NYCHA MAINTENACE MAN OBSTRUCTING THE TOILET THE DAY BEFORE. THIS IS A PICTURE OF THE DEVASTATING SEWER/TOILET FLOOD IN THE NYCHA APARTMENT ON JULY 22, 2013 THE DAY AFTER A NYCHA MAINTENNCE MAN WORKED ON THE TOILET.



THIS IS HIT MAN ISSAC PERRY RETALIATION TO FDCPA VALIDATION REQUESTS OF HIS CREATED OUT OF THIN AIR DEFAULT ALLEGED DEBTS. THIS IS A PICTURE SHOWING THE RAMIFICATIONS, THE AFTER AFFECT DAMAGES FORM THE FLOOD. ON 8/29/13 MOLD AND MILDEW CONTINUES FROM THE APT FLOODING OF JULY 2013. THIS IS AN EXAMPLE OF ONE OF THE BOOKS MOLDING CAUSING HEALTH SAFETY CONDITIONS IN THE APARTMENT



INCOMPETENT, PSYCHOPATHETIC, MALICIOUS HIT MAN ISSAC PERRY'S FDCPA
VALIDATION OF ALLEGED ARREARS WHILE THE EXACT MONTH'S RENT RECEIPTS
WERE SENT TO HIM. HE REFUSED TO VALIDATE AND HAS USED HIS INABILITY TO
VALIDATE TO TERRORIZE MY MOTHER AS IF IT IS HER FAULT THAT HE IS AN
INCOMPETENT GENERAL MANAGER. SEE RECEIPTS FOR THE ALLEGED MONTH'S HIS
FORM STATES WERE NOT PAID. THIS IS CFRAUD AND HARRASSMENT WITH
INTENT TO ANNOY, HARM, AND HARASS

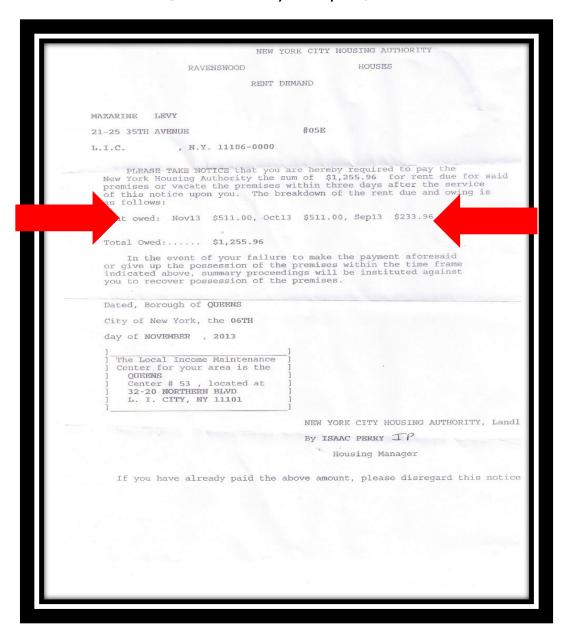


EXHIBIT 17

NYCHA RENT RECEIPT NOVEMBER 2013 COUNTERACTING ISSAC PERRY'S FRAUD.



# NYCHA RENT RECEIPT OCTOBER 2013 COUNTERACTING ISSAC PERRY'S FRAUD.



# EXHIBIT 19 (3 PAGES)

# SEPTEMBER RENT RECEIPTS EQUALING \$511.00 WITH AUGUST 2013 NOTIFIED RENT OFFSETS POSTED AT:

https://drive.google.com/file/d/0B4GxpI4lqlisX3VvZjJVU1hRMmc/edit?usp=sharing

1. OFFSET- ELEVATOR NOT WORKING OVER 4 HOURS INACCESSIBLE APARTMENT HOTEL RECEIPT ATTACHED \$90.00

2. OFFSET - 2 NYCHA BUSTED DOOR LOCKS REPLACED \$225.00

RENT \$511.00

-225.00

-90.00

RENT RECEIPT FOR SEPTEMBER 2013 \$196.00



ISSAC PERRY'S AGGRAVATED HARASSMENT: REFUSAL TO CEASE AND DESIST ALL COLLECTIONS VIA FDCPA VALIDATION REQUIREMENTS, HARASSMENT AFTER ALLEGED DEBT WAS NOT VALIDATED AND TENANT DISPUTED THE DEBT. THE PURPOSE OF THIS WRITTENT COMMUNICATIONS WAS TO HARRASS, ANNOY AND CRIMINALLY THREATEN

THIS NYCHA NON VALIDATED COMMUNICATION TO MY ELDERLY MOTHER CAUSED ANNOYANCE AND ALARM

	NEW YORK CITY RAVENSWOOD	1100011	HOUSES	
		18 ) 729-5621		
	1EL: ( 1)			
			Date: 02/07/2014	
Mazarine Levy 21-25 35th Avenu- Long Island City, N	e Apt 5E NY 11106			
Dear Tenant:		7 7 1		
In accordance wi ity, the entire reco for possible termi Before the final d	th the established policy a pord of your tenancy is bein nation of tenancy. decision is made concernir pear at a hearing at the H vill be informed in advance	ng terminatio	on of your lease, you will b	e offered an
NYCHA	TICE TO SECTION 8 VOUCHS is considering the termination	n of both you	Very truly yours, ISAAC PERRY Housing Manager	K)
your t office	ng Court Answers, a service of the cenancy proceeding. Housing Court. at 718-657-0599. Its Website is ww ay to Friday. Housing Court Answe ther housing issues, as well as infort	w.cwtfhc.org. Yo	u can call Housing Court Answers	from 9 a.m. to 5 p.m., r rights as a tenant
L	a traducción de este document	o está disponit 到屋報管理辦場	in your management office. ble en su oficina de administraci 手處成上網址. Battem домоуправления.	ón.
HA 040.187 (Rev. 3/28/12)		A	rminate: Public Housing and Section 8: TEN	IANT or PROJECT Based

ISSAC PERRY'S AGGRAVATED HARASSMENT: REFUSAL TO CEASE AND DESIST ALL COLLECTIONS VIA FDCPA VALIDATION REQUIREMENTS, HARASSMENT AFTER ALLEGED DEBT WAS NOT VALIDATED AND TENANT DISPUTED THE DEBT. THE PURPOSE OF THIS WRITTENT COMMUNICATIONS WAS TO HARRASS, ANNOY AND CRIMINALLY THREATEN IN RETALIATION TO EXERCISING VALIDATION AND DISPUTE RIGHTS UNDER THE FDCPA

	12/11/13
1/-	NEW YORK CITY HOUSING AUTHORITY
	RENT DEMAND
	TO: Levy
	TENANT OF //- 5E PREMISES: //- 5E
	PLEASE TAKE NOTICE that you are hereby required to pay the New York City Housing Authority the sum of \$ 194,96 for rent due for said premises or vacate the premises within three days of the service of this notice upon you. The breakdown of the rent due and owing is as follows:
	1/2 months
	Please call Ms. Riccold discuss your outstanding Rent Balance ASAP!  In the event of your failure to make the payment aforesaid or to give up the possession of the premises within the time frame indicated above, summary proceedings will be
	Dated: Queens New York 20 13
	DEC MAS 2013
	NEW YORK CITY HOUSING AUTHORITY, Landlord
	By Isaac Perry
4	, Manager, Houses
	NYCHA 040,679 (6/07)
1	

THIS NON VALIDATED RENT DEMAND WAS PLASTERED ON MY MOTHER'S DOOR FOR NEIGHBORS TO SEE WITH INTENT TO HARASS, ANNOY, THREATEN AND ALARM THIS NYCHA COMMUNICATION TO MY ELDERLY MOTHER WAS PLASTERED ON MY MOTHER'S DOOR,

IN A MANNER THAT CAUSED ANNOYANCE AND ALARM;

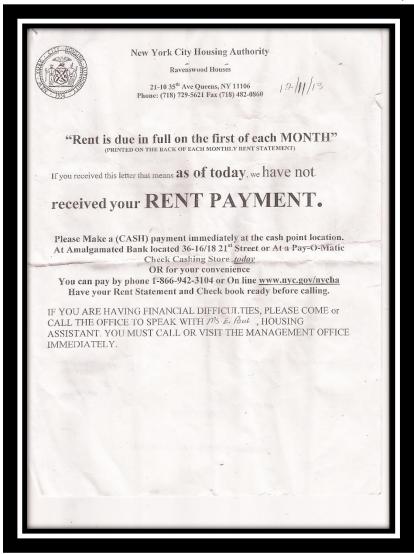


EXHIBIT 23 21-25 35<sup>th</sup> Avenue 5E Astoria, New York 10467 January 30, 2014

Mr. Perry, Manager Ms. McMillan, Housing Assistant Ravenswood Apartments, NYCHA 2120 35<sup>th</sup> Avenue 5E Astoria, New York 11106

Phone: 718 729 5621 and Fax: 718 482 0860

RE: NOTICE OF INTENT TO SUE: FIFTH NOTICE OF AGGRAVATED HARRASMENT NOTICE TO CEASE AND DESIST HARASSMENT: NYCHA CALLS OVER AND OVER AGAIN DESPITE BEING TOLD TO KEEP ALL COMMUNICATIONS IN WRITING AND TO STOP CALLING, VALIDATION OF ALLEGED DEBT IS REQUIRED.

FALSE REPRESENTATIONS OF THE CHARACTER, AMOUNT, AND LEGAL STATUS OF THE ALLEGED DEBT, REFUSAL TO VALIDATE THE ALLEGED DEBT, OBSTRUCTION OF GENERAL DISCLOSURE REQUIREMENTS PURSUANT TO 12 CFR 226.5, NOTICE THAT REQUIRED VALIDATION IS NEEDED CONCERNING THE EXISTENCE AND THE AMOUNT OF THE ALLEGED DEBT,

# Dear Mr. Perry:

On January 28, 2014 your agent Ms. McMillan called my house for harassment regarding a non-validated and non-existent debt. Again, you and your agent are instructed to stop calling my home and to validate the debt in writing or you will be sued for:

- Engaging in monetary transactions derived from unlawful activity under 18 U.S.C. §1957
- > Obstruction of The Fair Debt Collection Practices Act:
- False and Misleading Representations in Communications
   § 1692 e Any other false, deceptive, or misleading representation or

means in connection with the debt collection

§ 1692 e(2) Character, amount, or legal status of the alleged debt § 1692 e(4) Nonpayment of any debt will result in the arrest or imprisonment of any person or the seizure, garnishment, attachment § 1692 e(5) Threaten to take any action that cannot legally be taken or that is not intended to be taken

§ 1692 e(7) Consumer committed any crime or other conduct in order to disgrace the consumer

§ 1692 e(8) Threatens or communicates false credit information, including the failure to communicate that a debt is disputed

§ 1692 e(9) Represent documents as authorized, issued or approved by any court, official, or agency of the United States or state.

§ 1692 e(10) Any false representation or deceptive means to collect a debt or obtain information about a consumer

Unfair Practices

§ 1692 f Any unfair or unconscionable means to collect or attempt to collect the alleged debt

§ 1692 f(1) Attempt to collect any amount not authorized by the agreement creating the debt or permitted by law

- > 30 Day Validation Notice
  - § 1692 g Failure to send the consumer a 30-day validation notice within five days of the initial communication
  - § 1692 g(a)(1) Must state Amount of Debt
  - § 1692 g(a)(2) Must state Name of Creditor to Whom Debt Owed
  - § 1692 g(a)(3) Must state Right to Dispute within 30 Days
  - § 1692 g(a)(4) Must state Right to Have Verification/Judgment Mailed to Consumer
  - § 1692 g(a)(5) Must state Will Provide Name and Address of original

Creditor if Different from Current Creditor § 1692 g(B) Collector must cease collection efforts until debt is validated

- > Obstruction of justice under 18 U.S.C. Chapter 73
- > Conspiracy against rights under 18 U.S.C. §241
- > Extortion under 18 U.S.C. §872.

In closing, other claims will be included. Stop the harassment. Validate the alleged debt. Do not call my number again.

Also, PLEASE PUT IN WRITING THE STATUS OF MY WATER DAMAGE CLAIM AND VALIDATE YOUR DEBT COLLECTION CREATIONS. This will facilitate a healthy meeting. Upon receipt of such letter, I can meet with you after 1 pm. Please send the letter before February 3, 2013 or I will see you in court. Stop the harassment and deception. Validate the alleged debt. Send my Water damage claim money for the damages due to the NYCHA induced flood. I anxiously await your mail. Thank you.

Miriam Snyder, on behalf of Masses Ton Angle.

Mazarine Levy Snyder, Senior Citizen

21-25 35th Avenue 5E

Astoria, New York 10467 January 25, 2014

Mr. Perry, Manager Ravenswood Apartments, NYCHA 2120 35<sup>th</sup> Avenue 5E Astoria, New York 11106

Phone: 718 729 5621 and Fax: 718 482 0860

RE: NOTICE OF INTENT TO SUE: FOURTH NOTICE OF AGGRAVATED HARRASMENT

NOTICE TO CEASE AND DESIST HARASSMENT: ATTACHED NYCHA FALSE PRETENSE RENT STATEMENT LETTER RECEIVED JANUARY, 25, 2014 AND BACKDATED FOR JANUARY 13, 2014 AND NO RENT AFFIDAVIT RECEIVED, DEMAND FOR WATER DAMAGES CLAIM FILED AND VALIDATION OF ALLEGED DEBT

# Dear Mr. Perry:

Your fraud based January 2014 letter alleges rent not paid again. Please get your records corrected and stop the harassment. Attached you will find my January 2013 rent receipt. Stop trying to maliciously and fraudulently create a rent problem that does not exist and to undermine the water damage claim you have maliciously disregarded.

Your attached false pretense rent letter was splattered across my door. This is an invasion of privacy. Do not do this again. All communications must be in writing via US Postal mail. Your management tactics are harassing, exemplifying incompetence, unwarranted and you are demanded to cease and desist such ruthless fraudulent practices.

Get your records correct and send the required compensation for the NYCHA induced water damages and stop the retaliation and harassment because if anything happens to me the police will be informed and this letter and the attached exhibits will serve as additional evidence of the

fraud, hell, apartment vandalism and sabotage, coupled with retaliation and harassment being criminally inflicted on me as well as the destruction of my property.

DO NOT SEND ME ANOTHER NON VALIDATTED FALSE PRETENSE HARASSING RENT DEMAND LETTER. STOP THE ORGANIZED CRIME MANAGEMENT OR I WILL SUE YOU INDIVIDUALLY AND AS A WILLIE LYNCH HIT MAN FOR NYCHA FOR THE CONTINUOUS DECEPTIVE AND HARRASSING NON VALIDATED DEBT COLLECTION PRACTICES AND SCHEME TO DEFRAUD CRIMES AS WELL AS OTHER CRIMES. THIS IS THE LAST CEASE AND DESIST HARASSMENT WARNING LETTER I WILL SEND YOU.

Also, do not send me anymore back dated letters requesting a conference after the date of the requested conference. You have created a hostile environment. To this end, for purposes of a non-harassing and non-hostile conference/meeting, PLEASE PUT IN WRITING THE STATUS OF MY WATER DAMAGE CLAIM AND VALIDATE YOUR DEBT COLLECTION CREATIONS. This will facilitate a healthy meeting. Upon receipt of such letter, I can meet with you after 1 pm. Please send the letter before February 3, 2013 or I will see you in court. Stop the harassment and deception. Validate the alleged debt. Send my Water damage claim money for the damages due to the NYCHA induced flood. I anxiously await your mail. Thank you.

Miriam Snyder, on behalf of Masses Top Amala.

Mazarine Levy Snyder, Senior Citizen

ATTACHED: JANURY 2014 RENT RECEIPT

21-25 35<sup>th</sup> Avenue 5E Astoria, New York 10467

December 17, 2013

Issac Perry, Ravenswood Property Manager New York City Housing Authority 21-10 35<sup>th</sup> Avenue Astoria Queens NY 11106

Faxed to: 212 306 6090

EMAIL: dorothy.ho@nycha.nyc.gov,

Re: NOTICE TO CEASE AND DESIST HARASSMENT: ATTACHED NYCHA FALSE PRETENSE RENT STATEMENT LETTER DATED 12/11/13 AND NO RENT AFFIDAVIT RECEIVED, DEMAND FOR WATER DAMAGES CLAIM FILED

Dear Mr. Perry:

Attached you will find my December 3, 2013 rent receipt paid to NYCHA on December 3, 2013. Consequently, your attached false pretense rent letter is harassing, unwarranted and you are demanded to cease and desist such ruthless fraudulent practices.

Get your records correct and send the required compensation for the NYCHA induced water damages and stop the retaliation and harassment because if anything happens to me the police will be informed and this letter and the attached exhibits will serve as additional evidence of the fraud, hell, apartment vandalism and sabotage, coupled with retaliation and harassment being criminally inflicted on me as well as the destruction of my property.

DO NOT SEND ME ANOTHER FALSE PRETENSE RENT LETTER OR CONTINUE THE ORGANIZED CRIME MANAGEMENT OR I WILL SEEK YOUR ARREST FOR THE ABOVE AND ATTACHED SCHEME TO DEFRAUD CRIMES AS WELL AS OTHER CRIMES.

THIS IS THE LAST CEASE AND DESIST HARASSMENT WARNING LETTER I WILL SEND YOU.

Sincerely, Mazerine Levy Snyder

Mazarine Levy Snyder

1

#### POSTED AT:

https://drive.google.com/file/d/OB4GxpI4lqlisWDF1YTI2OUVCNTg/edit?usp=sharing

21-25 35th Avenue 5E

Astoria, New York 11106

November 13, 2013

Ministers across the Nation

The Honorable Andrew M. Cuomo: <a href="mailto:gov.cuomo@chamber.state.ny.us">gov.cuomo@chamber.state.ny.us</a>
Governor of New York State

NYS State Capitol Building

Albany, NY 12224

FAX: (518)474-3767

NYC Public Advocate
Bill Deblasio, <u>GetHelp@pubadvocate.nyc.gov</u>
1 Centre Street, L X
15th Floor
New York, NY 10007
FAX: (212) 669-4701

Patricia Gatling, Commissioner: <a href="http://www.nyc.gov/html/mail/html/mailchr.html">http://www.nyc.gov/html/mail/html/mailchr.html</a> Law Enforcement Bureau of the NYC Commission on Human Rights, Commission on Human Rights
40 Rector Street, 10th Floor
New York, NY 10006
(212) 306-5070

HPD Commissioner Ruthanne Visnauskas:
http://www.nyc.gov/html/mail/html/mailhpd.html
120-55 Queens Blvd.
Queens Borough Hall, First Floor
Kew Gardens, NY 11424
(718) 286-0800

Commissioner Rhea

New York City Housing Authority 250 Broadway New York, New York 10007

Faxed to: 212 306 6090

EMAIL: dorothy.ho@nycha.nyc.gov,

Issac Perry, Ravenswood Property Manager and Elder Harasser Specialist New York City Housing Authority

21-10 35th Avenue

Astoria Queens NY 11106 Faxed to: 212 306 6090

EMAIL: dorothy.ho@nycha.nyc.gov,

RE: SECOND NOTICE OF MR. PERRY NYCHA MANAGER ATTACHED HARASSMENT, NOTICE OF RETALIATION, FALSIFYING BUSINESS/RENTAL RECORDS, ISSUING FALSE FINANCIAL/RENTAL STATEMENTS, ESCALATED ELDER ABUSE, AND MALICIOUS WATER DAMAGE DISREGARD

Dear Public Officials and NYCHA Manager Mr. Perry:

I write this second letter documenting and seeking an end to NYCHA's manager Mr. Perrys deliberate escalated harassment and malicious water damage claim disregard. Please see exhibit 1, which is his harassing, falsified, non validated, malicious, unwarranted and retalitory threat letter. Please compare his falsified business records with the atached rental receipts and dates submited as exhibits 2-4.

There is no need for me to receive Mr.Perry's malicious and unwarrantted threat letters partticularly while my rent is paid in full as exemplified in the attached rent receipts and while NYCHA has disregarded water damages they have terrorized me with and inflicted on me and my property.

I am a senior cittizen and I resent the hateful, discriminatory and malicious treament inflicted on me paricularly the criminal management tactics embedded in the below crimes:

# New York Penal - Article 190 - § 190.65 Scheme to Defraud in the First Degree

175.05 - Falsifying Business Records In The Second Degree.

175.10 - Falsifying Business Records In The First Degree.

175.30 - Offering A False Instrument For Filing In The Second Degree.

175.35 - Offering A False Instrument For Filing In The First Degree.

175.45 - Issuing a False Financial Statement.

18 USC 1341 Frauds and Swindles.

18 USC 1512 Engaging In Misleading Conduct.

18 USC 1503 Intimidate Witnesses.

190.65 - Scheme to defraud in the second degree.

45.65 - Scheme to defraud in the first degree.

I demand an end to this documented NYCHA aggravated harassment, retaliaion and criminal management. Additionally, I demand enforcement of the water damage claim I filed regarding NYCHA's maintainence infliction. Please see:

If the harassmentt does not stop immediately and the water damage claim is not addressed within 7 days of the date of this letter, this letter shall serve as a Notice of Intent to Sue.

I DEMAND that NYCHA CEASE and DESIST in the harassment. I hereby instruct NYCHA to cease the harassment embedded in issuing false financial/rental statements immediately or face legal sanctions under applicable Federal and State law. Thank you.

Sincerely,

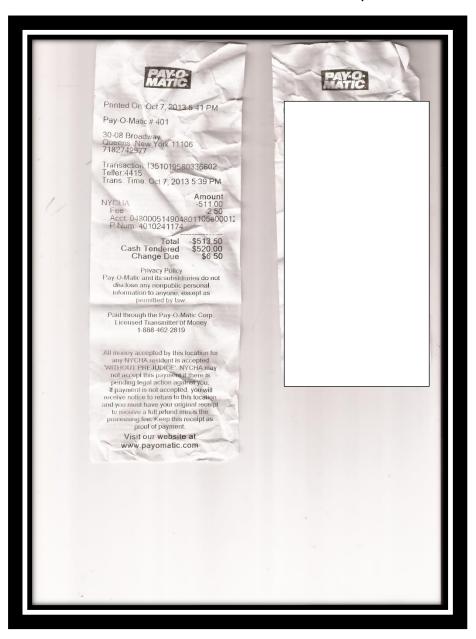
Masser Lord And D.

NEW YORK CITY HOUSING AUTHORITY HOUSES RAVENSWOOD RENT DEMAND LEVY MAZARINE #05E 21-25 35TH AVENUE , N.Y. 11106-0000 PLEASE TAKE NOTICE that you are hereby required to pay the New York Housing Authority the sum of \$1,255.96 for rent due for said premises or vacate the premises within three days after the service of this notice upon you. The breakdown of the rent due and owing is as follows: Rent owed: Nov13 \$511.00, Oct13 \$511.00, Sep13 \$233.96 Total Owed:..... \$1,255.96 In the event of your failure to make the payment aforesaid or give up the possession of the premises within the time frame indicated above, summary proceedings will be instituted against you to recover possession of the premises. Dated, Borough of QUEENS City of New York, the 06TH day of NOVEMBER , 2013 The Local Income Maintenance Center for your area is the QUEENS Center # 53 , located at 32-20 NORTHERN BLVD L. I. CITY, NY 11101 NEW YORK CITY HOUSING AUTHORITY, Landl BY ISAAC PERRY IP Housing Manager If you have already paid the above amount, please disregard this notice

#### NOVEMBER 2013 NYCHA RENT PAYMENT RECEIPT \$511.00



### OCTOBER 2013 NYCHA RENT RECEIPT \$511.00



## EXHIBIT 4 (3 PAGES)

# SEPTEMBER RENT RECEIPTS EQUALING \$511.00 WITH AUGUST 2013 NOTIFIED RENT OFFSETS POSTED AT:

https://drive.google.com/file/d/0B4GxpI4lglisX3VvZjJVU1hRMmc/edit?usp=sharing

3. OFFSET- ELEVATOR NOT WORKING OVER 3 HOURS INACCESSIBLE APARTMENT HOTEL RECEIPT ATTACHED \$90.00

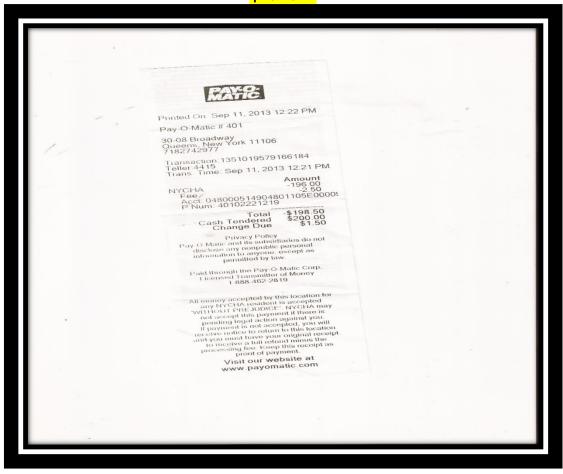
4. OFFSET - 2 NYCHA BUSTED LOCKS REPLACED \$225.00

**RENT \$511.00** 

-225.00

-90.00

RENT RECEIPT FOR SEPTEMBER 2013 \$196.00



#### POSTED AT:

# https://drive.google.com/file/d/0B4GxpI4lqlisX3VvZjJVU1hRMmc/edit?usp=sharing

NYCHA NON PROCEDURAL BROKEN LOCK INCIDENT, REFUSAL TO CALL
EMERGENCY PHONE NUMBERS, NYCHA FIRE DEPARTMENT AUTHORIZATION
TO BUST LOCKS WITH NO WRITTEN REASON AND REFUSAL TO REPAIR TWO
LOCKS NYCHA ORDERED/AUTHORIZED BUSTING LOCKS WITHOUT EVER
CALLING TENANT OR EMERGENCY PHONE NUMBER
MAZARINE LEVY-SNYDER RECEIPT FOR THE LOCK REPAIR

ADMIRAL LOCK & KEY CO., INC.  24 Hour Service 37-17 Broadway ASTORIA, NY 11103 (718) 274-2491 626-3320
PHONE DATE
ADDRESS MAZCYIME LEWY-SAYder
OTY.  DESCRIPTION  PRICE AMOUNT  AMOUNT
With my distant
BUS W
All claims and returned goods MUST be accompanied by this bill.  Thank You

#### POSTED AT:

# https://drive.google.com/file/d/0B4GxpI4lqlisX3VvZjJVU1hRMmc/edit?usp=sharing



#### **SUPER 8 LONG ISLAND CITY**

31-62 14TH STREET ASTORIA, NY 11106 US Phone: (718) 932-2100 Fax: (718) 932-0954 Email: super8@simplymotel.com Printed: 9/6/2013 3:22:23 AM

## Folio (Detailed)

Name: LEVY, MAZARINE

Confirmation Number: Account Number: 102-658995 102-658995

Room: Rate Plan: Arrival: 112 RACK 9/5/2013 (Thu) Room Type: Daily Rate: Departure: Q11, 1 QUEEN SMK \$75.38 + \$14.62 Tax 9/6/2013 (Fri) Nights: 1
GTD: MC - M

Guests: 2/0

MC - MASTER CARD XXXX XXXX XXXX 7688

Room Rate:

9/5/2013 (Thu) - 9/5/2013 (Thu)

\$75.38 + \$14.62 Tax per night.

Date 9/5/2013	Code RM	<b>Description</b> ROOM CHARGE	<b>Amount</b> \$75.38	Balance \$75.38
9/5/2013	TAX1	NYC SALES TAX	\$4.43	\$79.81
9/5/2013	TAX2	NYS SALES TAX	\$6.69	\$86.50
9/5/2013	TAX3	NYC HOTEL ROOM OCCUPANCY TAX	\$2.00	\$88.50
9/5/2013	TAX4	NYS UNIT TAX	\$1.50	\$90.00
9/5/2013	MC	MASTER CARD	(\$90.00)	\$0.00
		VVVV VVVV VVVV 7600		

-	Summary						
	Room	Tax	F&B	Other	CC	Cash	DB
	\$75.38	\$14.62	\$0.00	\$0.00	(\$90.00)	\$0.00	\$0.00

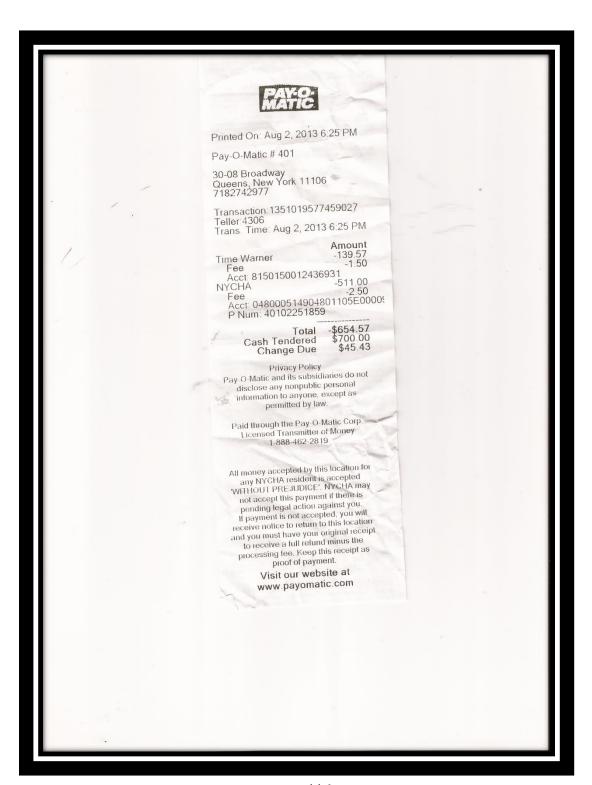
By signing below, I agree to these terms and conditions.

#### **Guest Signature:**

(1) Regardless of charge instructions, the undersigned acknowledges the above as personal indebtedness. (2) This property is privately owned and management reserves the right to refuse services to any one, and will not be responsible for injury or accidents to guests or loss of money, jewelry or any personal valuables of any kind.

"We or our affiliates may contact you about goods and services unless you call 888-946-4283 or write to Opt Out/Privacy, Wyndham Hotel Group, LLC, 22 Sylvan Way, Parsippany, NJ 07054 to opt out. View our website about privacy."

#### EXHIBIT 5 AUGUST 2013 NYCHA RENT RECEIPT











# BLANK PAGE

# EXHIBIT 27 21-25 35<sup>th</sup> Avenue 5E

Astoria, New York 10467

September 23, 2013

Issac Perry, Ravenswood Property Manager New York City Housing Authority 21-10 35<sup>th</sup> Avenue Astoria Queens NY 11106

Faxed to: 212 306 6090

EMAIL: dorothy.ho@nycha.nyc.gov,

Re: Notice of Harassment: Willful Disregard of NYS Tenant Protection Law: The "Warranty Of Habitability" and The Attached Fraud Based Non Validated And Disputed Rent Delinguency Letter

Dear Mr. Perry:

We write this letter pursuant to the "Warranty of Habitability," which states that tenants are entitled to an apartment fit for human habitation without any conditions endangering or detrimental to their life, health, or safety.

Additionally, this letter is written with respect to the attached letter with your name alleging rent delinquency while the Warranty of Habitability rent receipts and abatements are attached with emphasis on the time period of September 2013. Please see the attached exhibits 1A to 18.

The Warranty of habitability exhibits were sent to NYCHA August 2013 and September 11, 2013. Please see the attached US Postal certified receipts. Therefore, you should have known that your attached letter dated September 19, 2013 alleging rent delinquency is harassing as it is in direct retaliation to the attached warranty of habitability rent abatements and entitled water damage compensation claim. We find your letter unwarranted, harassing and threatening as it undermines and attempts to obstruct NYS tenant protection rights and laws embedded in rent abatements and the warranty of habitability. Please refrain from this type of legal abuse harassment. It is annoying. Respect the rights of tenants.

Please familiarize yourself with the NYS warranty of habitability law as we are not going to meet with you for another harassment session. Please read this valid rent abatement law prior to any meeting as we will not be harassed for anyone's lack of knowledge. Please read a summary of the law here: <a href="http://nycourts.gov/courts/nyc/housing/pdfs/warrantyofhabitability.pdf">http://nycourts.gov/courts/nyc/housing/pdfs/warrantyofhabitability.pdf</a>

Please read the exhibits carefully as we are not going to meet with you for a premeditated harassment session. If you are willing to respect the NYS tenant protection laws with respect to the warranty of habitability and rent abatements, we are willing to meet with you at your request as exemplified in the attached letter. We seek a respectful and intelligent meeting with you regarding the attached exhibits, entitled rent abatements verified with receipts and the entitled water damage claim filed, as well as the needed first floor transfer.

We seek to live in harmony with the law and for our rights to be respected. We seek an end to the induced hostilities documented in the attached exhibits labeled 1A to 18.

We seek a common grounds meeting acknowledging no rent delinquency whatsoever but rather documented apartment terrorism that has endangered Mazarine Levy Snyder, senior citizen resident, life, health and safety. We seek an end to the harassment and mistreatment of her as illustrated in the attached exhibits and pictures.

We have exercised our rights pursuant to NYS tenant right laws and your letter disregards tenant rights. This is a problem that needs to be corrected before any meeting. In order for us to have a healthy meeting you need to respect NYS tenant right laws particularly a tenant's right to seek repairs and rent abatements for violations of the Warranty of Habitability.

The attached exhibits particularly the pictures show clear violations of the Warranty of habitability as each situation discussed in the exhibits exemplify conditions unfit for human habitation and conditions that endangered and were detrimental to one's life, health, and safety. For example, the busting down of her door and leaving it unsecured/open, without any written valid reason or cause despite requests for such and without contacting her emergency phone number, these examples show clear induced and inflicted apartment management conditions to terrorize the elderly. This effectuated conditions that endangered her safety. Her door should not have been touched much more left open particularly without contacting her emergency number. She will not be bullied or terrorized into taking responsibility for this gross negligent, malicious and harassing act that should not had occurred and that she had nothing to do with.

NYCHA authorized the police and fire department break in as they do not break doors down on their own. NYCHA authorized the busting of her 3 working locks on her door and as such, NYCHA authorized the terroristic making of her apartment unsafe. As such she is entitled to her rent abatement under the warranty of habitability law.

There is no lawful reason whatsoever for the terroristic busting down of her door and ripping out of her 3 locks. The induced trauma associated with this apartment terrorism is still impacting today! As such, she is clearly entitled to a rent abatement for the three locks NYCHA authorized busting without cause or reason. Please note the September 2013 rent abatement notice and appeal for repair of her locks that were maliciously broken was sent August 2013. Please see the attachments.

Another example of gross violations of the warranty of habitability and the willful creation of apartment conditions unfit for human habitation and conditions that endangered and were detrimental to one's life, health, and safety is the NYCHA maintenance led toilet flooding of her apartment. NYCHA maintenance was launched to fix the toilet. The day after the alleged NYCHA toilet fix, the apartment was flooded by the toilet that NYCHA allegedly had fixed the day before. These conditions, specifically, the toilet flooding, which occurred weeks before the relentless door busting, created apartment water damage conditions unfit for human habitation and conditions that endangered and were detrimental to one's

life, health, and safety. We are still recovering from the flood caused mold and mildew. We seek entitled compensation via the enforcement of her water damage claim.

Finally, another unlivable apartment condition this senior citizen has endured is the ongoing break down of the elevator with emphasis on the elevator breakdown conditions listed in Exhibit 1 A. In summary Ms. Levy appealed with emergency services to send someone to fix the elevator for over three hours. After waiting in the cold and in the Ravenswood police department over 3 hours she went to a hotel for shelter and to sleep and used the hotel rent receipt as an entitled rent abatement because NYCHA created conditions where she had no access to her apartment. She was placed in an unlivable situation and the law provides rent abatements for these uninhabitable conditions. She notified the emergency service supervisor Mr. Flower of the rent abatement and she notified management prior to the abatement. Please see exhibit 1A and the exhibits referenced.

We seek a meeting with you to address the above warranty of habitability rent abatements as well as the below:

- Management prioritization that the premises are fit for human habitation at all times;
- The condition of the premises is in accord with the uses reasonably intended by the parties;
- Tenants are not subjected to any conditions endangering or detrimental to their life, health or safety.

# We will be prepared to discuss the below warranty of habitability issues:

- 1. Discontinuance of all preventable toilet flooding's and water damages particularly directly after NYCHA maintenance involvement with the toilet the day before the toilet flood.
- 2. Discontinuance of the busting down of her door without valid written reason or cause and without following NYCHA emergency procedures including calling the emergency number before busting down ones door.

- 3. Compensation for the NYCHA flood: Water Damage Compensation Claim.
- 4. Rent Abatements: Warranty of habitability Violations: Safety Issues 2 Locks Busted and not Paid for and the Hotel Bill Incurred due to inaccessibility of the apartment over 3 hours, 2AM in the morning, elevator broken,
- 5. First floor apartment transfer

We look forward to a healthy, meaningful, non-harassing, and resolution based meeting. Should further information be needed, please contact us in writing at the above address. Thank you.

Sincerely,

Mazarine Levy Snyder, Senior Citizen Tenant

Maxarine Levy Snyder



	NEW Y	ORK CITY HOUSING AUTHORITY
	Development:	RAVENSWOOD HOUSES
NEW YORK CITY	Address:	21-10 35TH AVENUE
AUTHORITY		QUEENS, NY 11106
		Tel: ( 718 ) 729-5621
•		alialana
TA100	Do 1220	Date: 91900
Mazan	neonly,	5T.
225 5	sure that	36
QUEENS, NY, 11	106	
- //	5E	
Dear Resident:		with the month due for one or more months. This is
rent delinquency termination of yo	<ol> <li>It is a violation of your tenancy.</li> </ol>	pay your rent within the month due for one or more months. This is ur lease agreement. If the rent delinquency continues it can lead to
In an effort to imp	rove your rent payment the development proper	record and stop future rent delinquency, we scheduled an appointment for ty manager on:
	924/20	Binser date and time of appointment + / an
please contact th	is office immediately to	nanagement office at the address listed above. If this time is not convenient arrange another appointment.
If your income or the meeting we w future rent payme	vill try to solve the rent of	changed, please bring to the meeting documents proving the change. At telinquency by setting up a plan for the payment of rent arrears as well as
NYCHA is seriou problem. Given th	is about timely rent pays	ments and is giving you an opportunity to try to solve the rent delinquency or, we ask that you make every effort to keep this appointment.
	Help N	YCHA help you stop the rent delinquency, re any further tenancy action is taken.
Volume urged to	keep this appointment.	
Thank you,	wood and appearance	
Tricank you,		Very truly yours,
		very fluty yours,
		ISAAC PERRY
The state of the s		Property Manager
A tra	anslation of this documen	t is available in your management office and online at nyc.gov/nycha.
La traducció	ón de este documento es	tá disponible en su oficina de administración y en Internet en nyc.gov/nycha.
	文件譯本可	到屋朝管理辦事處或上網址 nyc.gov/nycha 索取。
Г	Теревод этого документа	находится в Вашем домоуправлении и на интернете nyc.gov/nycha.
Please call the	Language Services Unit	at 212-306-4443 for an oral interpretation of this document in other languages
NYCHA 040.844 (Re	v. 4/23/12) v2 RENT RESO	LUTION CALL -IN LETTER



EXHIBIT 28 21-25 35<sup>th</sup> Avenue 5E Astoria, New York 10467

September 11, 2013

Mr. Laboy, Executive Vice President Operations
Dorothy Ho, Assistant to Laboy
New York City Housing Authority
250 Broadway
New York New York 10007

New York, New York 10007 Faxed to: 212 306 6090

EMAIL: dorothy.ho@nycha.nyc.gov,

## Dear Mr. Laboy:

I write this letter seeking resolution and a grievance conference regarding the below issues.

Foremost, September 5-6, 2013 my elderly mother's above noted apartment was inaccessible because of the elevator not working over for over 4 hours. This is the fifth time this has happened this year and now it is becoming a health and wellbeing hazard that needs to be regulated.

Specifically, the emergency elevator service needs to be regulated where the elevators can be repaired in an emergency time frame of the maximum of two hours and not four to 6 hours particularly when senior citizens are involved.

We arrived at my senior citizen mother's apartment with a shopping cart full of groceries at about 10:30 pm September 5, 2013. We called NYCHA at 11:05 and was given ticket number 29520592, regarding emergency elevator repair services. We were assured that the emergency service elevator technicians would be launched immediately because a senior citizen was involved.

We waited over one hour in the cold. At 12:30 am we went to the Ravenswood police station for elevator assistance, shelter and bathroom use. The officer on duty called the NYCHA emergency service department to let them know that an elderly person needed to get in her apartment on the fifth floor and that this emergency needed to be dealt with ASAP.

The officer's request was ignored. A NYCHA supervisor was launched. His name is Mr. Flowers. He told the officer and us about an irrelevant change of shift. The change of shift information was not relevant because the first call was at 11:05 pm before any change of shift and an elevator technician should have been launched since 11:05 pm prior to the alleged and delayed change of shift at 12:30 am.

The elevator disablement created an uninhabitable environment whereas my elderly mother's safety was threatened. She was left in the cold from 10:30 pm to 2: am the next day. She was not able to get to her needed medicine and her apartment was not accessible due to NYCHA mismanagement for over 5 hours.

We called NYCHA emergency services over 7 times and we were never given a time for the needed elevator repair. Please see exhibit 17. After waiting over 3 hours and calling at 2: 00 am in the morning and Supervisor Flower telling us he did not know when an elevator technician would come, we told the NYCHA supervisor Flower that no senior citizen should be left wandering if she would be sitting in the cold to 4: am.

At 2 am September 6, 2013, we notified the NYCHA Supervisor Mr. Flower, that due to this type of NYCHA emergency service mismanagement, specifically not knowing when an elevator technician would be launched after waiting 3 hours, insensitivity to the needs of tenants and for her apartment being paid for and inaccessible, a hotel would be launched and offset with the rent. No senior citizen should be told at 2:00 am, after waiting 3 hours for help, that it is unknown when the elevator technician would come.

We were forced again to use money we did not have for NYCHA's emergency service ineffectiveness that effectuates uninhabitable and apartment inaccessible living conditions.

To this end, please see exhibit 16 the rent receipt with an offset of \$90.00 and please see exhibit 1, the hotel receipt. We were forced to the Astoria hotel because the NYCHA apartment was not accessible for over 4 hours with no fault of ours.

To avoid these repetitious induced hostile environment creations, please send us papers or meet with us regarding a first floor apartment transfer.

Please note that again, one day later, September 7, 2013 the elevator was broke again. Please see exhibits 2 and 3. My mother had a medical appointment and was forced to walk down 5 flights of stairs and had to hope and pray that after her appointment the elevator would be fixed so she could get in her apartment when she returned.

Also, with respect to spending additional money due to NYCHA's emergency procedures not working, please see exhibits 4-10. Exhibits 4-8 are pictures of my mother's door that was criminally broken due to NYCHA's refusal to use her emergency phone numbers and refusal to use NYCHA's very own emergency procedures.

My mother was with her family the week of August 8<sup>th</sup>, 2013. Neighbors called and told us to come to my mother's apartment because someone busted this senior citizen's door for no reason or cause. None of the neighbors had any idea why my mother's door was maliciously busted by the fire department via the authorization/ordering of NYCHA management/law department. Please see exhibits 10 and 18 the criminal complaint/affidavit filed regarding this NYCHA ordained door break down harassment, elder abuse and induced trauma.

To this end, please see exhibit 9, a receipt for some of the damages for the busted door. Exhibit 9 is the receipt for the two locks busted on my mother's door that NYCHA refused to replace despite my mother having nothing to do with and no fault with the busted door emergency procedure neglect scam. NYCHA was notified of this rent offset via the attached criminal report dated August 15, 2013. Please note there was no reason whatsoever for the busting of my mother's door.

We requested a written explanation for the busting/breaking down of her door and no response has been received. In contract law, silence is truly

acquiescence/agreement. There is no reason for the busting down of her door and the nonuse of her emergency phone numbers. To say the least, without written reason for the busting down of this elder's door there is clear appearance of harassment and elder terrorism. Please see exhibit 18 the criminal report written to prevent unwarranted assumptions.

In summary, July 2013 my senior citizen mother was terrorized by a flood in her apartment the day after a NYCHA maintenance man worked on her toilet. She was traumatized and lost over \$10,000 of goods, furniture and time. She claimed a little over \$6000.00 she has not been compensated yet. We would like to know when she will be compensated for the water damages noted in her claim.

August 2013 my senior citizen mother was terrorized by the malicious and vicious busted door for no reason or cause, but authorized/ordered via NYCHA while emergency procedures were not used.

She was forced to dish out an additional \$225.00 to replace the locks NYCHA authorized busting without cause or reason, in addition to her rent being paid and last month's loss noted above.

Again, miraculously, the elevator was disabled for over 3 hours when my senior citizen mother reached her home and was forced to sit in the cold for over 3 hours up to 2 am and was forced to a hotel for shelter due to NYCHA emergency service elevator technician disablement.

To this end you will see the attached rent off sets rightly due. Please contact the billing office so she will not continue to be billed for the above noted services she paid for at the expense of NYCHA's management.

Finally, please see exhibit 15. This is a NYCHA rental bill with an opening balance for an unknown reason. My mother has never missed a rental payment and has paid every month's rent in a timely fashion.

A couple of years ago, her rent was raised while her income did not raise. The rent was raised above the 30 percent of her income. She filed grievances and they were ignored, yet this opening balance phenomenon was created and followed her to date.

We seek no further problems with NYCHA billing and would like all rental billing records correct. To this end, in good faith, despite being denied the requested NYCHA grievance regarding the alleged opening balance, we are willing to have the alleged \$429.96 opening balance deducted from the over \$6000.00 water damage claim entitled so that her rent billing statements will be corrected and present no further alleged opening balance as such is and has been disputed.

In closing, we seek the first floor apartment transfer that would prevent the elevator disablement problems inflicted. We seek the water damage claim monies due and agree to the above noted offset in good faith. We seek the correct rental billing statement. We seek an end to the appearance of harassment in the treatment of this elder as noted above and in the attached exhibits.

Your written response to the above issues is greatly needed. We look forward to hearing from you and meeting with you or representatives from this office to resolve the many legal issues discussed. Grievances and requested meetings at the lower levels have been disregarded hence advancing a hostile environment that can be prevented. Professional assistance is sought. Thank you for your time and consideration in treating my senior citizen mother the way you would want your senior citizen mother to be treated. Again, thank you.

Sincerely,

Miriam Snyder and Mazarine Levy Snyder



PLEASE SEE THE MAGNITUDE OF COMPLAINTS AGAINST ISSAC PERRY FOR HIS DEADLY, RELENTLESS, HARRASSING, CONSPIRATORIAL AND LAWLESS MANAGEMENT

https://drive.google.com/file/d/0B4GxpI4lqlisX3VvZjJVU1hRMmc/edit?usp=sharing

#### EXHIBIT 30 (7 PAGES)

# CERTIFICATE OF FAXING, EMAILING AND MAILING

I Miriam Snyder attest pursuant to the laws of this country that on February 24-25, 2014 I faxed and emailed accordingly the above criminal report dated February 24, 2014. It is attached as exhibit 1A.

Andrew Cuomo, NYS Governor,

http://www.governor.ny.gov/contact/GovernorContactForm.php

Elder Abuse Unit State of New York, State Capitol Albany, NY 12224

NYC FBI, E-mail: ny1@ic.fbi.gov

FBI Victim Assistance, Elder Abuse Unit

26 Federal Plaza, 23rd Floor New York, NY 10278-0004

Phone: (212) 384-1000 AND Fax: (212) 384-4073 / 4074

Mr. Schneider, NYS Attorney General, <u>nysattorneygeneral@public.govdelivery.com</u>
Elder Abuse Unit
Office of the Attorney General
The Capitol
Albany, NY 12224-0341

Bureau of Consumer Protection,

COMPLAINT@FTC.GOV

Federal Trade Commission 600 Pennsylvania Avenue, NW Washington, DC 20580 (202) 326-2222

Lynn Rosenthal, White House Advisor on Violence against Women
The White House
1600 Pennsylvania Avenue NW
Washington, DC 20500
http://www.whitehouse.gov/contact/submit-questions-and-comments

Mayor Bill de Blasio,

http://www.nyc.gov/html/static/pages/officeofthemayor/contact.shtml

City Hall New York, NY 10007

Shola Olatoye, NYCHA Chairperson
<a href="http://www.nyc.gov/html/mail/html/mailnycha.html">http://www.nyc.gov/html/mail/html/mailnycha.html</a>
250 Broadway
<a href="https://www.nyc.gov/html/mail/html/mailnycha.html">http://www.nyc.gov/html/mail/html/mailnycha.html</a>
250 Broadway
<a href="https://www.nyc.gov/html/mailnycha.html">NY, NY 10007</a>

US Senator Schumer, senator@schumer.senate.gov 757 Third Avenue New York, New York 10017 FAXED TO: 212 486-7693 and 202 224-6542

William J. Bratton, Commissioner<a href="http://www.nyc.gov/html/mail/html/mailnypd.html">http://www.nyc.gov/html/mail/html/mailnypd.html</a>
Elder Abuse Unit
NYC Police Department
One Police Plaza
NY, NY

From: fax@srfax.com

Reply-to: no-reply@srfax.com To: MIRISNI@AOL.COM

Sent: 2/24/2014 6:26:38 A.M. Eastern Standard Time

Subj: SRFax Transmission: Successful to 1 212-384-4073 on Feb 24/14 04:46 AM



Fransmission Status: Sent		
Subject:		
Ref. Code:	NYCHA ELDER ABU	
Sender:	866-244-9823 (MIRISNI@AOL.COM)	
Fax Sent:	Feb 24/14 04:46 AM	
Recipient Fax:	1 212-384-4073	
Remote Fax ID:		
# of Pages Sent:	53 of 53 (Call Length: 39:14)	
Open the attached file to view faxed document.		

Fax is not attached due to the large size (6.1 Mb). Click on this link to download fax.  $\underline{Download}$   $\underline{Fax}$  -  $\underline{20140224024639}$   $\underline{06}$ 

To: MIRISNI@AOL.COM

Sent: 2/24/2014 6:00:33 A.M. Eastern Standard Time

Subj: City of New York Auto Acknowledgment Correspondence # 1-1-941756620

#### **Dear MAZARINE SNYDER:**

Thank you for contacting the City of New York. Your message has been forwarded to the appropriate agency for review and handling.

For future reference, your service request number is 1-1-941756620.

Sincerely,

The City of New York

This is an auto-generated system message. Please do not reply to this message. Messages received through this address are not processed.

Thank you.

The information you have provided is as follows:

**Form: Customer Comment** 

**Topic: Complaints** 

Name: MAZARINE SNYDER

Street Address: 2125 35TH AVENUE 5E City, State Zip: QUEENS, NY 11106

**Country: United States** 

Email: MIRISNI@AOL.COM

Company:

Work Phone: (516) 642-6007

Message:

CRIMINAL REPORT IS NEEDED FOR NYCHAS RELENTLESS ELDER ABUSE GENERAL MANAGER ISSAC PERRY, RAVENSWOOD APARTMENTS UNREGULATED, CONTINUED AND LIFE THREATENING AGGRAVATED HARASSMENT AND INDUCED TRAUMA ON THE ELDERLY, ACTIVE PARTICIPANT IN A PREMEDITATED CONSPIRACY TO MURDER POSTED

AT: http://issuu.com/prayerwarriorsneeded/docs/police report nycha issac perry fin

To: MIRISNI@AOL.COM

Sent: 2/24/2014 6:52:08 A.M. Eastern Standard Time

Subj: City of New York Auto Acknowledgment Correspondence # 1-1-941756658

#### **Dear MIRIAM SNYDER:**

Thank you for contacting the City of New York. Your message has been forwarded to the appropriate agency for review and handling.

For future reference, your service request number is 1-1-941756658.

Sincerely,

The City of New York

This is an auto-generated system message. Please do not reply to this message. Messages received through this address are not processed.

Thank you.

The information you have provided is as follows:

**Form: Customer Comment** 

**Topic: Complaints** 

Name: MIRIAM SNYDER

Street Address: 3230 CRUGER AVENUE City, State Zip: BRONX, NY 10467

**Country: United States** 

Email: MIRISNI@AOL.COM

Company:

Work Phone: (516) 642-6007

Message:

CRIMINAL REPORT NEEDED FOR NYCHAS RELENTLESS ELDER ABUSE GENERAL MANAGER ISSAC PERRY, RAVENSWOOD APARTMENTS UNREGULATED, CONTINUED AND LIFE THREATENING AGGRAVATED HARASSMENT AND INDUCED TRAUMA ON THE ELDERLY, ACTIVE PARTICIPANT IN A PREMEDITATED CONSPIRACY TO MURDER POSTED

AT: http://issuu.com/prayerwarriorsneeded/docs/police report nycha issac perry fin

To: MIRISNI@AOL.COM

Sent: 2/24/2014 6:52:07 A.M. Eastern Standard Time

Subj: City of New York Auto Acknowledgment Correspondence # 1-1-941756614

#### Dear MIRIAM SNYDER:

Thank you for contacting the City of New York. Your message has been forwarded to the appropriate agency for review and handling.

For future reference, your service request number is 1-1-941756614.

Sincerely,

The City of New York

This is an auto-generated system message. Please do not reply to this message. Messages received through this address are not processed.

Thank you.

The information you have provided is as follows:

**Form: Customer Comment** 

**Topic: CASE** 

Name: MIRIAM SNYDER

Street Address: 3230 CRUGER AVENUE 6B

City, State Zip: BRONX, NY 10467

Country: United States Email: MIRISNI@AOL.COM

Company: PRAYER WARRIORS NEEDED

Work Phone: (516) 642-6007

Message:

PLEASE STOP NYCHAS RELENTLESS ELDER ABUSE GENERAL MANAGER ISSAC PERRY, RAVENSWOOD APARTMENTS UNREGULATED, CONTINUED AND LIFE THREATENING AGGRAVATED HARASSMENT AND INDUCED TRAUMA ON THE ELDERLY, ACTIVE PARTICIPANT IN A PREMEDITATED CONSPIRACY TO MURDER POSTED AT: http://issuu.com/prayerwarriorsneeded/docs/police\_report\_nycha\_issac\_perry\_fin

To: MIRISNI@AOL.COM

Sent: 2/24/2014 5:49:05 A.M. Eastern Standard Time

Subj: City of New York Auto Acknowledgment Correspondence # 1-1-941756606

#### Dear MIRIAM SNYDER:

Thank you for contacting the City of New York. Your message has been forwarded to the appropriate agency for review and handling.

For future reference, your service request number is 1-1-941756606.

Sincerely,

The City of New York

This is an auto-generated system message. Please do not reply to this message. Messages received through this address are not processed.

Thank you.

The information you have provided is as follows:

Form: Customer Comment Topic: Facility Complaint Name: MIRIAM SNYDER

Street Address: 3230 CRUGER AVENUE City, State Zip: BRONX, NY 10467

Country: United States Email: MIRISNI@AOL.COM

Company:

Work Phone: (516) 642-6007

Message:

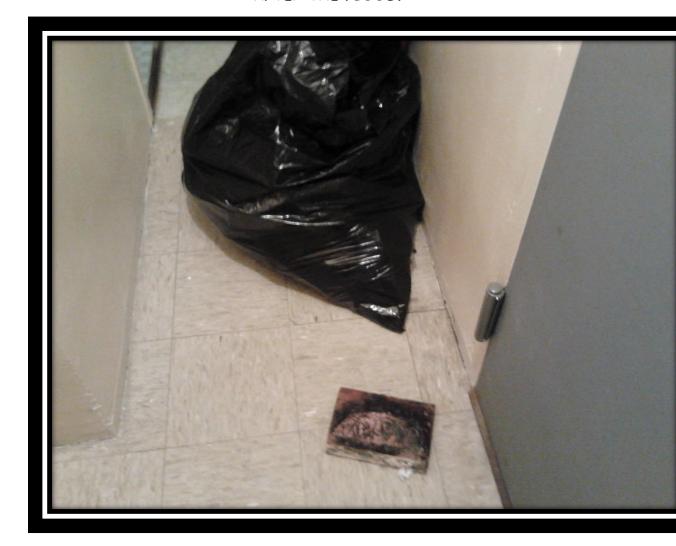
NYCHA RELENTLESS ELDER ABUSE GENERAL MANAGER ISSAC PERRY, RAVENSWOOD APARTMENTS UNREGULATED, CONTINUED AND LIFE THREATENING AGGRAVATED HARASSMENT AND INDUCED TRAUMA ON THE ELDERLY, ACTIVE PARTICIPANT IN A PREMEDITATED CONSPIRACY TO MURDER POSTED AT:

http://issuu.com/prayerwarriorsneeded/docs/police report nycha issac perry fin

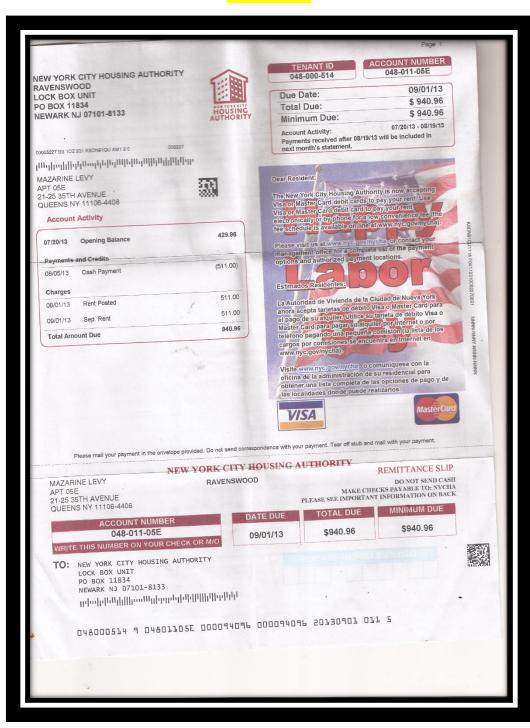
# **EXHIBIT 31 FLOODING RAMIFICATIONS**

# ONE MONTH LATER ADDITIONAL FLOODING RAMIFICATIONS SAMPLE

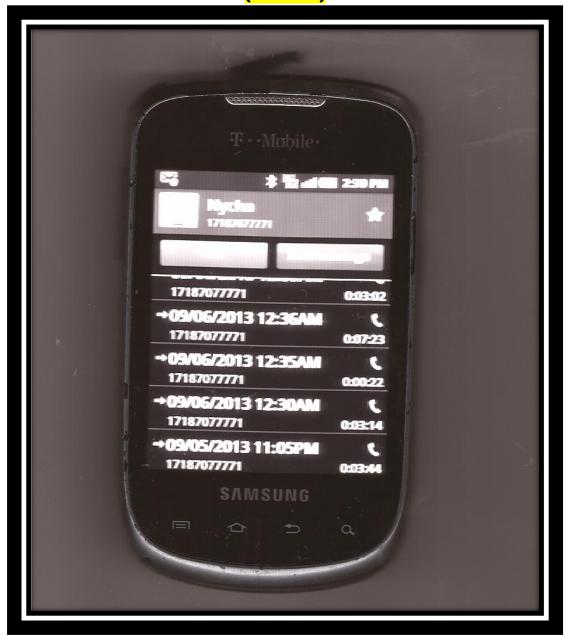
8/29/13 MOLD AND MILDEW CONTINUES FROM THE APT FLOODING OF JULY 2013 THE GARBAGE BAG IS ADDITIONAL CLOTHES AND HOUSEHOLD SUPPLIES THAT HAD TO BE THROWN WAY DUE TO THE APT FLOODING. THIS IS ADDITIONAL HOUSEHOLD ITEMS THAT HAD TO BE THROWN AWAY AFTER THE FLOOD.



# EXHIBIT 32 GRIEVANCE DENIED FOR OPENING BALANCE DISPUTE



OVER 3 HOUR WAIT AND MULTIPLE EMERGENCY PHONE CALLS TO NYCHA EMERGENCY SERVICES APPEALING FOR HELP SEPTEMBER 5-6, 2013 FROM 11:05 TO 2:00 AM (2 PAGES)





# EXHIBIT 34 NOTARIZED COPY SENT TO NYCHA MAIN OFFICE 250 BROADWAY

21-25 35<sup>th</sup> Avenue 5E Astoria, New York 10467

August 15, 2013

Andrew Cuomo, NYS Governor,

<a href="http://www.governor.ny.gov/contact/GovernorContactForm.php">http://www.governor.ny.gov/contact/GovernorContactForm.php</a>

State of New York, State Capitol

Albany, NY 12224

NYC FBI, E-mail: ny1@ic.fbi.gov 26 Federal Plaza, 23rd Floor New York, NY 10278-0004

Phone: (212) 384-1000 AND Fax: (212) 384-4073 / 4074

NYC Police Chief Kelly: <a href="http://www.nyc.gov/html/mail/html/mailnypd.html">http://www.nyc.gov/html/mail/html/mailnypd.html</a>

One Police Plaza 646 610 5865 New York, New York 1007

Patricia Gatling, Commissioner
Commission on Human Rights
http://www.nyc.gov/html/mail/html/mailchr.html

NYC Public Advocate, <u>Gethelp@Pubadvocate.Nyc.Gov</u>, Bill De Blasio 1 Centre Street, 15th Floor New York, NY 10007

John B. Rhea, Chair, <a href="http://www.nyc.gov/html/mail/html/mailnycha.html">http://www.nyc.gov/html/mail/html/mailnycha.html</a> Michael Kelly nychaspotlight@netscape.net, hudnycha@yahoogroups.com Executive Director New York City Housing Authority 250 Broadway New York, New York 10007

Fax: 1-718-286-2876

RAVENSWOOD: 718 729 5621

RE: PATTERNED AND PRACTICED LAW DEPARTMENT LED AND THIRD PARTY ENJOINMENT UNREGULATED AND PREMEDITATED MURDERS, ATTEMPTED MURDERS AND PLOTS: IN THIS MATTER PREMEDITATED DISGUISED ATTEMPTED MURDER, ELDER ABUSE, AND AGGRAVATED HARRASSMENT OF MY ELDERLY MOTHER AS REVENGE FOR FILING 2 NEW COMPLAINTS IN THE FEDERAL COURTS

AUGUST 8, 2013 UNWARRANTED BREAKING DOWN OF MY SENIOR CITIZEN MOTHER'S DOOR WHILE SHE WAS IN THE BRONX WITH ME WITHOUT REASON OR CAUSE BUT ALLOWED THRID PARTY ENTITIES TO TAMPER WITH HER AIR CONTROLS EMBEDDED IN THE AIR CONDITIONER AND SMOKE ALARM: PREPPING FOR ANOTHER DISGUISED TOXIC AIR KILLING TO APPEAR AS A PREMEDITATED DISGUISED NATURAL DEATH OF MY ELDERLY MOTHER

THE DELIBERATE CREATING OF UNWARRANTED UNSAFE AND HOSTILE LIVING ENVIRONMENT, REQUEST FOR FULL DISCLOSURE INVESTIGATION, NYCHA EMERGENCY PHONE CALL SYSTEM NOT USED THAT COULD HAVE PREVENTED THIS UNWARRANTED APARTMENT RAMPAGE, LEAVING OF THE APARTMENT BUSTED OPEN WHILE NO ONE WAS HOME, CREATING UNWARRANTED CONDITIONS TO LEAVE ONE NYCHA LOCK ON MY MOTHERS DOOR WHEN BEFORE THE ABOVE RAMPAGE SHE HAD 3 LOCKS, WITH TWO BOLTS, NYCHA AGGRAVATED HARRASSMENT AND ABUSE OF THE ELDERLY, INVESTIGATION NEEDED TICKETS NUMBER 29291702 AND 29290428.

PREVIOUS WEEK APARTMENT FLOODING THE DAY AFTER A NYCHA TOILET REPAIR WAS DONE, THIS IS ELDER ABUSE AND HARASSMENT THAT MUST BE STOPPED AND CAN NOT HAPPEN AGAIN

Dear Governor Cuomo, NYC Police Chief, FBI, NYCHA Commissioner Rhea and other Public Officials:

I write this letter on behalf of the safety of my elderly Mother Mazarine Levy-Snyder, NYCHA resident. I seek an investigation of the use of law department orders to terrorize and harass her. Her life, safety and wellbeing are threatened by the above repetitious and documented consistent unwarranted aggravated and life threatening harassment inflicted in her domicile in the NYCHA apartment noted above.

Foremost I seek an investigation as to why her apartment was broken into on August 8, 2013. Her door was broken down, unknown people were in her home while she was away the week of August 8, 2013. I seek an explanation as to why her emergency contact phone numbers that are in the NYCHA managements office were never used to prevent the destruction of her front door and to prevent unknown people from coming in her home without her consent or authorization.

In summary, August 10, 2013 my mother and I returned to her residence at 21-25 35<sup>th</sup> Avenue Apartment 5E. A neighbor called us and told us her door was broken into for unknown reasons. When we got to her door it was busted open and no explanation was on the door. No call was made to her regarding this despite current and active emergency phone numbers on file in the NYCHA apartment management office.

The police were called immediately. Officers Feduniak, badge number 11468 and Officer Mane badge number 28398 showed up. I sought to file a police report of vandalism and harassment. The police officers said the door was broken and entered by the Fire Department for unknown reasons on behalf of NYCHA. The officers told my mother that someone thought a dead body was in her apartment while the officers admitted there was no smell of a dead body. This incident served to terrorize an elder, my mother.

Please note the officers, neighbors and myself did not detect the alleged allegation of a smell of a dead body. My mother was given hog wash as the reason for the busting down of her apartment door for unknown people to come in unauthorized.

Monday August 12, 2013 I called the Ravenswood management office to find out why my mother's apartment ws vandalized, why the door was left busted open while no one was home and why my mother's emergency contact phone numbers were not used. I spoke to Mr. Rosenstein, NYCHA Ravenswood Manager.

Rosenstein's story was totally different than the above noted police story. Rosenstein said a neighbor called NYCHA and said the NYCHA fire alarm in my mother's apartment was going off nonstop. Please note that last month July 2013 a NYCHA maintenance person had put the alleged faulty smoke alarm in during a NYCHA maintenance induced apartment flooding that was inflicted on this 84 year old in this same apartment.

I explained to Mr. Rosentein that even if the alleged NYCHA faulty fire alarm went off and neighbors complained, my mother's emergency contact number should have been used to call us. There are three emergency numbers on file with NYCHA for y mother and not one of them were used. Instead her door was busted into and third party enjoinments were allowed in her apartment.

Third party enjoinments were forcibly let into her apartment to allegedly change the smoke alarm when this could have been prevented by the use of the telephone. This type of negligent apartment management is not cost effective, is risky, and makes room for covert and malicious harassment, terrorism and induced trauma.

The smoke alarm was allegedly changed by an unknown source. This means that if toxics were put into the smoke alarm or apartment in general no one would be held directly accountable because with this emergency scam third party people are deliberately involved.

With this emergency scam a toxic smoke alarm could be put in the home under the disguise of no one knowing who put or where did the new smoke alarm come from. With this emergency scam toxics can be released into her apartment to kill her to make it look like an elder natural death when in all reality a premeditated homicide happened.

These type of scripted, law department led, emergency scams were used to kill my elderly father and my 51 year old sister and will not be used to kill my mother. There is no rational reason for the breaking down of my mother's apartment door, for the multiple lies told to us, for NYCHA's alleged faulty smoke alarm that was put in last month, for allowing unknown people in her home while not home, for leaving her door in an unsafe and open condition and for not calling us before busting her door down.

Please note the next day after we entered the apartment we were both sickened by a strong neck pain and we removed the third party newly put in smoke alarms and the induced stroke type of feeling disappeared.

This incident as well as the NYCHA induced apartment flooding a couple of weeks ago could have been prevented. We seek an end to these NYCHA preventable, repetitious, aggravating, harassing and life threatening emergency scams. My mother has lived in the apartment for over 20 years and has never had these type of documented and repetitious emergency scams all involving NYCHA management.

Additionally, when the door was busted, three locks were on the door, one NYCHA lock and two lock bolts. All three locks were destroyed. After repetitious fighting, NYCHA put in a new door with only one lock. Mr. Rosentein the manager said NYCHA refused to put the other two locks they authorized to be broken by the fire department. My mother had no fault in this massive emergency scam.

Even if Rosenstein's story is true, the part about the fire alarm going off repetitiously, the fire alarm was from and put in by NYCHA. My mother is not going to be held financially accountable for spending additional money for the above noted emergency scam that traumatized her. The smoke alarm was NYCHA's, NYCHA took the alleged neighbor's phone call that reported the alleged faulty alarm and NYCHA chose not to use the emergency procedures or phone numbers on file.

I notified Mr. Rosenstein of the lock liability on August 10, 2013. He refused to repair the two locks that were destroyed under this emergency scam. My mother was deliberately left with one NYCHA lock on her door and this was not acceptable or safe. Consequently, on August 13, 2013 the two emergency scam busted locks were repaired. Please see the attached locksmith receipt as safety is a priority over the life of this senior citizen.

This emergency scam was not necessary. NYCHA emergency procedures were not used, specifically my mother's emergency phone numbers were not used when they should have been. If someone had called us, we could have been on the scene within minutes. NYCHA chose not to call or notify us of

this emergency scam because it was ordered from the top for purposes of premeditated murder planning and harassment.

Please note also another scam I was told by Mr. Rosentstein. He said that the Fire department after entering the apartment without reason or consent, alleged finding a spray bottle. Mr. Rosenstein said the spray bottle off set the alarm. This lie is impossible because the spray bottles were put in place August 2, 2013 to offset insect damages from the flood. It was put in place over a week ago in front of witnesses' and my mother and I had not been back in the home since August 2, 2013. It is impossible for a smoke alarm to offset one week after an insect spraying.

These are the multiple and conspiracy to kill lies told to my mother and I and for this reason this police report is written because there is no valid or lawful reason for the busting down of my mother's door, the letting in of unknown people in her apartment, the leaving of her apartment in an unsafe condition, the tampering with and focus on the smoke alarm, and the multiple lies.

Please note the alleged neighbor who called NYCHA is nonexistent and unknown. Neighbors who watched the busting down of the door were told by the fire department that NYCHA sent them to do such.

Additionally, please note that my mother's elderly church friend died recently. Miraculously the dead friend's voice message from Christmas and New Years' time was put first on my mother's message tape. This was not on her phone, much more her first message to be retrieved, before we left her home August 2, 2013. This illustrates the magnitude of psychological programming put in place to further traumatize my elderly mother. Her phone was tampered with to further harass and this would not have happened if the emergency scam was not implemented.

A very important concern for all should be the use of the fire department for this type of emergency scam. The Firemen were supposed to question why they were busting someone's door down when there was no sound, smell or emergency. This magnitude of conspiratorial corruption must be investigated because it puts the average person's life in jeopardy because the only priority is the emergency scam which is usually part of a premeditated killing plan as noted above. These type of law department led

conspiracy to kill third party enjoinment crimes must be exposed and stopped.

For this reason, I am documenting this bonafide and documented emergency scam that was used to traumatize, harass, financially assault, and prepare for a covert killing under the disguise of natural death when a premeditated air quality killing was planned all long. The use of third party government enjoinments (NYCHA and the Astoria fire department) to implement these crimes needs to be stopped on behalf of public safety.

We seek answers to the above questions with specificity on the below:

Why were NYCHA emergency phone numbers not used to prevent the breaking down of the door?

What evidence of an emergency did the firemen use to justify the breaking down of the door?

Who changed my mother's phone message tape?

Who put the alleged new smoke alarm in and where did it come from?

We seek a full disclosure investigation regarding the above documented elder abuse, apartment sabotage, harassment and terrorism where all parties attest to telling the truth under penalty of perjury. There is no other way to stop these top down law department led conspiracy to kill and harass crimes. We look forward to the authenticated investigation results as this should not have happened and will not be tolerated again without legal recourse.

In closing, I believe these crimes are top down ordered crimes as I have stated in other criminal reports. Please see:

http://endorganizedcrimeuniverse.com/page4.html

and

http://endorganizedcrimeuniverse.com/page7.html

NOTARIZED COPY AVAILABLE LATER

I believe NYS Chief corrupt and senile judge Jonathan Lippman and Regional Killer Boyden Gray are again using government offices, NYCHA and the Fire Department via law department ordering, for the above psychotic crimes with intent to kill via third party enjoinments. They are doing such as a means of revenge against me for citing their name aligned regional killings, psychotic city programming, emergency scams using third party enjoinments, and patterned and practiced law department ordered crimes. Please see the above links for confirmation. I believe NYCHA and the Fire department are being used wrongfully. Professional assistance is sought in stopping these crimes. Thank you.

STATE OF	)
	) ss
COUNTY OF	)

# **AFFIRMATION**

On the 15<sup>TH</sup> day of August 2013, I, Miriam Snyder, hereby affirm that the above statements in this Affidavit, are true and correct. I hereby further affirm that the basis of these statements my very own direct knowledge, experience, and historical facts involved. This notarized affidavit with Miriam Snyder's signatures verifies the truth in my sworn statements. All of my statements are true and correct.

Phone:	
Mazarine Levy Snyder  Maclico  Dated:	agre Angle.
Affiant: Miriam Snyder on behalf of	Tout Many (10
Muan Sugden	

### AFFIDAVIT IN SUPPORT

I, Mazarine Levy Snyder am a senior citizen and the NYCHA resident noted in the attached affidavit. I write this affidavit in support of everything stated in the attached Miriam Snyder Affidavit dated August 15, 2013 documenting the harassment, terrorism and trauma inflicted on me regarding the ruthless busting down of my apartment door August 2013 for unknown reasons. I was with her and witnessed everything in her affidavit. I further attest to the fact that any and all smoke alarms referenced were NYCHAs and were faulty.

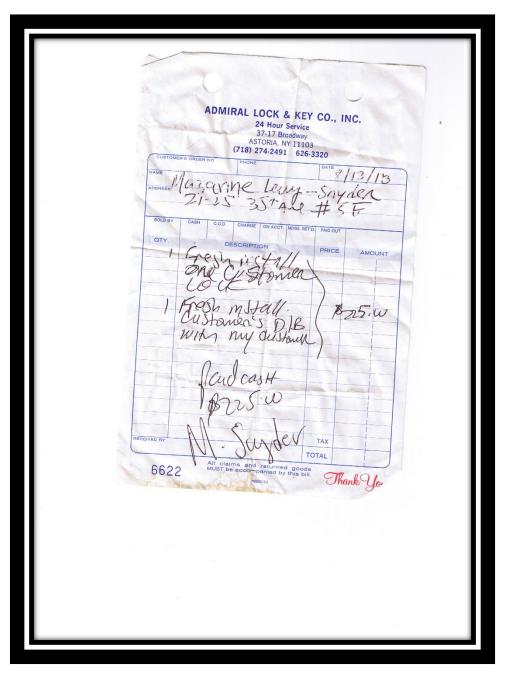
Some of the actual damages including stress related injuries inflicted on me because of this incident include:

- i. Crying;
- ii. Nightmares; insomnia, night sweats;
- iii. Emotional paralysis;
- v. Headaches;
- vi. Shortness of breath;
- vii. Anxiety, nervousness; fear and worry;
- viii. Hypertension (elevation of blood pressure);
- ix. Irritability;
- x. Hysteria;
- xi. Embarrassment, humiliation;
- xii. Indignation and pain and suffering.

Please stop these crimes. Thank you.

Mazarine Levy Snyder

# EXHIBIT 1: NYCHA REFUSAL TO REPAIR TWO LOCKS MAZARINE LEVY-SNYDER RECEIPT FOR THE LOCK REPAIR





21-25 35<sup>th</sup> Avenue 5E Astoria, New York 10467

September 3, 2013

Mr. Laboy, Executive Vice president Operations Dorothy Ho, Assistant to Laboy New York City Housing Authority 250 Broadway

New York, New York 10007 Faxed to Rosario: 212 306 6090

RE: WATER DAMAGE CLAIM COMPENSATION

Dear Mr. Laboy and Ms. Ho:

I am again sending the attached claim into NYCHA seeking rightfully due compensation for the damages I have greatly suffered due to the sewer flooding in my apartment right after NYCHA maintenance was at my home working on the toilet the day before the flood.

I have had to pay several people to help me to make the apartment habitable, safe and not a health hazard due to the water damages. I am still cleaning mold and mildew from the after effects of the toilet flooding of July 22, 2013.

To this end, we would like to know the status of our claim because we are still suffering the ramifications from the water damage. Attached you will find the notarized affidavit and Water damage claim form submitted. It is 27 pages and includes pictures. We look forward to hearing from you. Your professional assistance is greatly appreciated. I can be reached at the above address or at 516 642 6007. Thank you.

Sincerely,

Mazarine Levy Snyder 516 642 6007

Marcha Ton Angols

21-25 35<sup>th</sup> Avenue 5E Astoria, New York 10467

August 6, 2013

John Liu, 212 669 2707, <a href="web@comptroller.nyc.gov">web@comptroller.nyc.gov</a>
NYC Comptroller 212 815 8620

NYC Office of the Comptroller

1 Center Street, Room 800

New York, New York 10007

John B. Rhea, Chair, <a href="http://www.nyc.gov/html/mail/html/mailnycha.html">http://www.nyc.gov/html/mail/html/mailnycha.html</a>
Michael Kelly

nychaspotlight@netscape.net, hudnycha@yahoogroups.com

Executive Director

New York City Housing Authority

250 Broadway

New York, New York 10007

Re: NYCHA EMERGENCY SERVICES FLOODING OF JULY 22, 2013, WATER DAMAGE DEVASTATION AND THE ATTACHED NYC WATER DAMAGE LOSS CLAIM FORM AND EXHIBITS

Dear Mr. Liu and Mr. Rhea:

Fax: 1-718-286-2876

I write this letter with respect to a most devastating sewer/toilet flood in my NYCHA apartment on July 22, 2013. I seek to be compensated for the sewer water damages.

In summary, I called Emergency Services several times on July 20 and 21, 2013 regarding the toilet bowl not working, specifically not flushing. I was given ticket number 29101161.

After not being able to use the bathroom over 24 hours, I called NYCHA again and filed complaints with the NYCHA Commissioner's office. Please see exhibits 5 -6.

July 21, 2013 a NYCHA maintenance man came by and allegedly fixed the toilet. When he left the toilet flushed and there was no mentioning of any stoppage. The toilet simply did not flush.

Less than 12 hours after the alleged NYCHA toilet fix, the toilet began flooding releasing massive amounts of sewer water causing major water damage. NYCHA Emergency Services were called at 6:53 AM. I was given the following ticket number: 29109303.

They arrived at about noon, 6 hours later. The not flushing toilet problem escalated to sewer/toilet water flooding after the NYCHA Emergency Service were supposed to had fixed the problem. The sewer water flooded the apartment to over 3 inches. Please see some of the pictures attached as exhibits 7-8.

In fact the police and fire department were called because NYCHA Emergency team did not show up in a timely fashion to shut off the sewer water flooding. Again, the NYCHA Emergency Service Repair 24 hour wait is ineffective and in this matter caused more damage.

Had the sewer water been stopped from flooding, less water damages would exist and less suffering we would have endured. Had NYCHA Emergency Repair responded quickly the furniture, rug and clothes damage would be minimal. The long wait during and with the sewer flood escalated the problem and damages.

The NYCHA emergency team was called at 6:53 AM regarding an ongoing emergency sewer leak and flood in the apartment. NYCHA did not respond in a timely fashion. The NYC police were called and launched the fire

department. The Firemen turned the sewer water off because NYCHA had not come.

About 6 hours after the flooding, NYCHA maintenance people came and could not drain out the water because of no equipment. Over three inches of sewer water soaked, was released into the apartment and was on the furniture for over 6 hours because of the wait for emergency services.

The flooding stopped on 7/22/13 but the toilet continued not to work. NYCHA Emergency Services was called again on July 23 2013 to fix the toilet again. This affidavit summarizes the devastation inflicted by the NYCHA sewer flood and lack of immediate emergency services.

My family and I suffered physically and emotionally from this flood and the ramifications associated with such. To this end, below you will find an estimate of water damages as well as the attached NYC Water Damage Claim form.

I have attached the Flood Smart. Gov Cost of Flooding as a reference. Please see exhibits 3-4. Please note water damages for 3 inches of water on the average is \$11,450.00 and for 2 inches of water damage it is \$10.670.00. Please see exhibits 3-4.

The water damages include loss of:

- 1. Living room carpet \$1,200.00
- 2. Bedroom carpet \$1,300.00
- 3. Cleaning: mold, mildew, sanitization, moving furniture \$500.00
- 4. Electrical and phones: \$200.00
- 5. Bedroom Furniture: \$300.0
- 6. Living Room Furniture: \$500.00
- 7. Computer in a box on the floor \$700.00
- 8. Personal Items: Sneakers and Shoes \$500.00
- 9. Clothes: \$200.00
- 10. Stored Books in Boxes: \$1000.00

Water Damages Loss equals \$6,300.00

In closing, I am a senior citizen and this flooding caused me much emotional and physical stress. Please note most of my resources are antique in nature. Consequently, I do not save receipts as my resources are memoirs. I attest to the above losses I have endured due to the above noted apartment sewer water damage that I had no control over. Thank you.

State of New Ark

unty of BOOX

AFFIRMATION

Affiant

11.00

Notary Public State of \_

MARCIA JAMES
Notary Public, State of New York
Registration #0.1JA5067021
Certificate filed in New York and Westchester
Qualified In Brong County
Commission Expires October 7, 20

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# **EXHIBIT 1: WITNESS AFFIDAVIT**

	Exh. b. 1
	AFFIDAVIT IN SUPPORT
dated 5-6-13, regard was with her and witnes	this affidavit in support of everything stated in the der-Levy Affidavit and Water Damage Loss Claim Form ding a most devastating sewer flood in her apartment. I ssed everything in her affidavit including the water further attest to the fact that the toilet was faulty.
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	MARCIA JAMES  Notary Public, State of Naw York  Registration #00 JAMES 700  Certificate State of Notary York  Certificate State of Notary York  Certificate State of Notary York  Certificate State of National York  Commission Expires October 7, 20 July  Commission Expires October 7, 20 July
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Exhibit 2 (3 pages)

2125 35<sup>TH</sup> Avenue 5E Astoria, NY 11106

August 6, 2013

Monique McLeod, Deputy Director NYCHA 2302 49<sup>th</sup> Avenue LIC, NY 11101 Astoria, New York 11106

Phone: 718 729 5621 and Fax: 718 482 0860

Re: Attached NYCHA Letter dated July 24, 2013 regarding the Preventable Flooding of 7/22/2013

Dear Ms. McLeod:

The purpose of this letter is for clarification. Foremost, there was no stoppage to my knowledge in my apartment. I called Emergency Services several times on July 20 and 21, 2013 regarding the toilet bowl not working, specifically not flushing.

After not being able to use the bathroom over 24 hours I called NYCHA again. July 21, 2013 a NYCHA maintenance man came by and allegedly fixed the toilet. When he left the toilet flushed and there was no mentioning of any stoppage. The toilet simply did not flush.

July 22, 2013 the toilet that had been allegedly fixed less than 12 hours ago, began flooding causing major water damage. Again, there was no stoppage. The broken toilet problem escalated to sewer/toilet water flooding. The sewer water flooded the apartment to over 3 inches. There are pictures. This was not a stoppage. In fact the police and fire department were called because the emergency repair 24 hour wait.

The emergency team was called at 6:53 AM regarding an ongoing sewar leak and flood in the apartment. The Firemen turned the water off because NYCHA had not come.

About 6 hours into the flooding NYCHA maintenance people came and could not drain out the water because of no equipment. Three inches of water soaked into the apartment and furniture for over 6 hours because of the wait for services.

The flooding stopped on 7/22/13 but the toilet continued not to work. NYCHA Emergency Services was called again on July 23 2013 to fix the toilet again. We hope this information clarifies what really happened and summarizes the devastation inflicted by the flood and lack of immediate emergency services.

Please let me know if further information is needed. Thank you.

Sincerely,

Mazarine Snyder-Levy

2



NEW YORK CITY HOUSING AUTHORITY 23-02 49th AVENUE • LONG ISLAND CITY, NY 11101 • http://nyc.gov/nychs

AUTHORITY
JOHN B. RHEA
CHARMAN
EMILY A. YOURSOUF
WICE-CHAIR
MARGARITA LÓPEZ
MEMBER
ONZALEZ
MEMBER
OUNZALEZ
MEMBER
OUNZALEZ
MEMBER
OUNZALEZ
MEMBER
CORPORATE SECRETARY
CECIL R. HOUSE
GENERAL MANAGER

July 24, 2013

Mazarine Levy-Snyder 21-25 35<sup>th</sup> Avenue Apt. #5E Queens, NY 11102

Dear Ms. Levy-Snyder,

This letter is in response to your correspondence, regarding a stoppage in your apartment, which has been forwarded to our office for a reply.

The Assistant Property Maintenance Supervisor of Ravenswood Houses reports that the stoppage was cleared on 7/22/13. I apologize for any inconvenience or delay you may have experienced.

We hope this information is helpful. If you have any future repairs, please call the Customer Contact Center at (718) 707 7771 to schedule the repairs.

Sincerely,

Monique Mel cod Deputy Director

Quality Assurance Department 718-707-5365 • 212-306-2840

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Office of the New York City Comptroller 1 Centre Street New York, NY 10007

Form Version: NYC-COMPT-BLA-PD2-M

not resolved within 1 year and 90 d	lays of the occurrence, you must start legal action to preserve your rights.  TYPE OR PRINT
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On behalf of someone else. If on so behalf, please provide the followin ast Name:	
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New York City Comptroller John C. Liu

Office of the New York City Comptroller 1 Centre Street New York, NY 10007

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Attach extra sheet(s) if more room is needed.

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The items of damage claimed are (include dollar amounts):

Attach extra sheet(s) if more room is needed.

Please See the astacker Affilant.

Do you have any photos depicting damages?

\* Denotes required field(s).



Office of the New York City Comptroller 1 Centre Street New York, NY 10007

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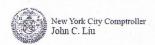
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Page 3 of

John	C. Liu	/ Water barn	age Information		/
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	cident to the Departm ction or another City A	nent of (". Yes (". No Agency?		Cellar Door Other (Describe	Sidewalk Gratings
Date Reported:	7-22-1	Rgrmat: MM/DD/YYYY			
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How was the water	Map	<			

\* Denotes required field(s).

Page 4 of 5



Office of the New York City Comptroller 1 Centre Street New York, NY 10007

Water Damage Information

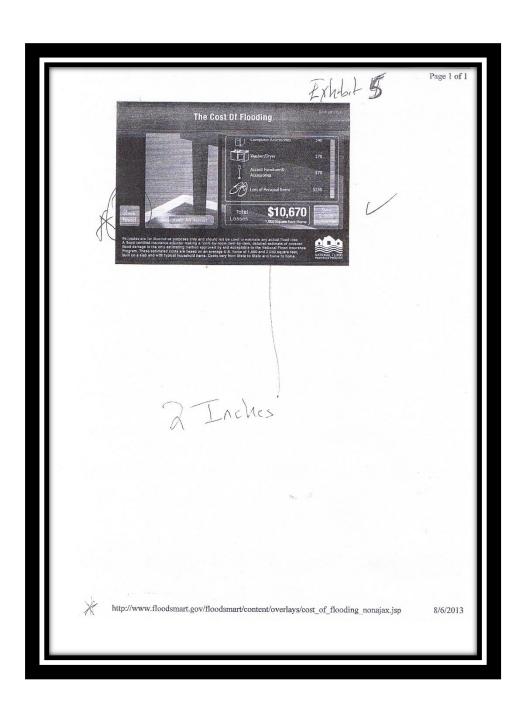
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# THE COST OF FLOODING ESTIMATED DAMAGES FOR 3 INCHES OF WTAER DAMAGE



http://www.floodsmart.gov/floodsmart/pages/flooding\_flood\_risks/the\_cost\_of\_flooding.jsp

# THE COST OF FLOODING ESTIMATED DAMAGES FOR 2 INCHES OF WTAER DAMAGE



# EXHIBIT 6: LETTER TO NYCHA COMMISIONER REGARDING TOILET BOWL NOT WORKING

From: reply@customerservice.nyc.gov

To: MIRISNI@AOL.COM

Sent: 7/21/2013 2:07:42 A.M. Eastern Daylight Time

Subj: City of New York Auto Acknowledgment Correspondence # 1-1-873615324

Dear MAZARINE LEVY-SNYDER:

Thank you for contacting the City of New York. Your message has been forwarded to the appropriate agency for review and handling.

For future reference, your service request number is 1-1-873615324.

Sincerely,

The City of New York

This is an auto-generated system message. Please do not reply to this message. Messages received through this address are not processed. Thank you.

The information you have provided is as follows:

Form: Customer Comment

Topic: Resident of Public Housing Complaints

Name: MAZARINE LEVY-SNYDER Street Address: 2125 35TH AVENUE City, State Zip: ASTORIA, NY 11106

Country: United States
Email: MIRISNI@AOL.COM

Company:

Work Phone: (516) 642-6007

Message:

PLEASE MAKE EMERGENCY SERVICES RESPECT TENANT SCHEDULES AND FIX REPAIRS IN A REASONABLE TIME FRAME NOT 24 HOURS. THEY SHOULD BE MADE TO GIVE TENANTS A TIME THEY WILL COME. 24 HOURS IS RIDICULOUS BECAUSE IT STOPS PEOPLE FROM WORKIING AND DOING ANYTHING FOR THE DAY WHILE SITTING AND WAITING FOR THESE PEOPLE TO DO THE JOB THEY ARE PAID TO DO. PLEASE CHANGE THIS POLICY AND MKE EMERGENNCY SERVICES GIVE AREASONABLE EXPECTED REPAIR TIME WITHIN 2-4 HOURS AND NOT 24 HOURS. THANK YOU

# EXHIBIT 7: LETTER TO NYCHA COMMISSIONER REGARDING TOILET BOWL NOT WORKING

From: reply@customerservice.nyc.gov

To: MIRISNI@AOL.COM

Sent: 7/21/2013 6:01:05 A.M. Eastern Daylight Time

Subj: City of New York Auto Acknowledgment Correspondence # 1-1-873615303

Dear MAZARINE SNYDER:

Thank you for contacting the City of New York. Your message has been forwarded to the appropriate agency for review and handling.

For future reference, your service request number is 1-1-873615303.

Sincerely,

The City of New York

This is an auto-generated system message. Please do not reply to this message. Messages received through this address are not processed. Thank you.

The information you have provided is as follows:

Form: Customer Comment
Topic: Facility Complaint
Name: MAZARINE SNYDER

Street Address: 21-25 35TH AVENUE City, State Zip: ASTORIA, NY 11106

Country: United States
Email: MIRISNI@AOL.COM

Company:

Work Phone: (516) 642-4007

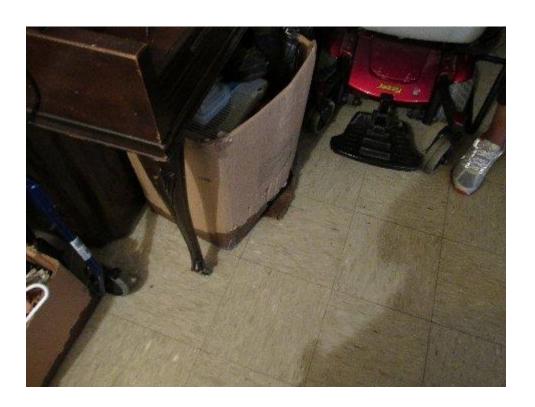
Message:

DEAR NYCHA COMMISSIONER:PLEASE REGULATE NYCHA EMERGENCY SERVICES. THEY ARE INEFFECTIVE, NOT CUSTOMER FRIENDLY, INCONVENIENT SERVICING, AND NEED TO REGULATE THEIR EMERGENCY SERVICING TO A WINDOW OF 4-6 HOURS.I WRITE THIS ABOUT TICKET NUMBER 29101161. I CALLED NYCHA 11 AM 7/20/13. IT IS NOW 7/21/13 AND NO ONE HAS COME TO FIX THE BROKEN TOILET. I HAVE NO USE OF MY TOILET AND HAVE BEEN MDE TO SIT HOME ALL DAY WITH NO CALL OR REPONSE FROM EMERGENCY SERVICES

**EXHIBIT 8: WATER DAMAGE INCHES** 

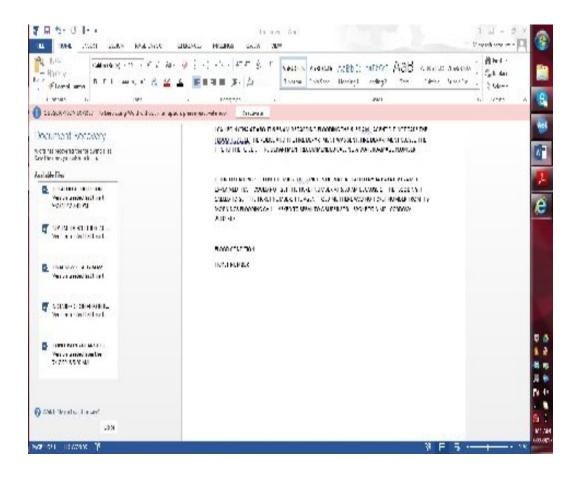


**EXHIBIT 9: PROOF OF WATER DAMAGE INCHES** 



**EXHIBIT 10: PROOF OF WATER DAMAGE INCHES** 





TICKET NUMBER 29109303





	COMPLETE THIS SECTION ON DELIVERY
SENDER: COMPLETE THIS SECTION  Complete items 1, 2, and 3. Also complete items 4 if Restricted Delivery is desired.  Print your name and address on the control of the cont	B. Received by (Printed Name)  D. Is delivery address detective them 17 Ves WYSs, enter delivery address below:
John Chia	
John Lhia WYCHA	3. Service Type   Certified Mall   Express Mail   Registered   Return Receipt for Merchandiss   G.O.D.

From: MIRISNI@aol.com

To: organize@pubadvocate.nyc.gov, gethelp@pubadvocate.nyc.gov

Sent: 1/26/2013 3:41:39 A.M. Eastern Standard Time

Subj: NYCHA NO HEAT IN THE NIGHT FOR THE ELDERLY PLEASE HELP

CITÝ COMPLAINT-----C1-1-821373475 NYCHA COMPLAINT -----27593978

This form resides at http://www.nyc.gov/html/mail/html/mailnycha.html

From: MIRISNI@aol.com To: mirisni@aol.com

Sent: 1/26/2013 3:35:41 A.M. Eastern Standard Time

Subj: Fwd: NYCHA NO HEAT AGAIN

C1-1-821373475

From: MIRISNI@aol.com To: mirisni@aol.com

Sent: 1/26/2013 3:23:02 A.M. Eastern Standard Time

Subj: NYCHA NO HEAT AGAIN

27593978

The <u>City Housing Maintenance Code</u> and State Multiple Dwelling Law requires building owners to provide heat and hot water to all tenants. Building owners are required to provide hot water 365 days per year at a constant minimum temperature of 120 degrees Fahrenheit. Between October 1st and May 31st, a period designated as "Heat Season," building owners are also required to provide tenants with heat under the following conditions:

- Between the hours of 6:00 AM and 10:00 PM, if the outside temperature falls below 55 degrees, the inside temperature is required to be at least 68 degrees Fahrenheit; and.
- Between the hours of 10:00 PM and 6:00 AM, if the temperature outside falls below 40 degrees, the inside temperature is required to be at least 55 degrees Fahrenheit.



#### NYCHA FALSE ADVERTISEMENT/DECEPTIVE PRACTICES

# Will NYCHA pay for damage to personal property as a result of a flood in my apartment?

Yes, NYCHA will reimburse you for expenses for a flood if it was through no fault of yours. Ask your Housing Assistant how to file a personal property damage claim. You will have to supply receipts showing dates of purchase and the cost of damaged items. If the flood was caused by another resident, such as in the case of a broken washing machine hose, you should contact that resident for any damage settlement.

# http://www.nyc.gov/html/nycha/html/faqs/questions.shtml#flooddam

# NYCHA spends \$9 million a year on private law firms doing same work as in-house attorneys

Records show the agency — which claims it's \$60 million in the red this year — shells out millions for 30 private-sector law firms to handle personal injury, property damage and real estate claims, despite already having 98 in-house lawyers that cost \$8 million a year.

Comments (28)
BY GREG B. SMITH / NEW YORK DAILY NEWS
SUNDAY, NOVEMBER 17, 2013, 2:28 AM

52 32 1
Print
SHARE THIS URL:

# EXHIBIT 40 NYCHA DISABILITY ABUSE VIA THE LAW DEPARTMENT

Tyrae White, 22, was burned on hot pipe in 2010, but the private law firm hired by NYCHA has delayed trial date until April 2014. White has cerebral palsy, which causes him to have seizures — and twice during these seizures he bumped into the scalding hot pipe.



VIOREL FLORESCU FOR NEW YORK DAILY NEWS



VIOREL FLORESCU FOR NEW YORK DAILY NEWS

Tyrae White (left) with mother Annette at the family's Soundview Houses apartment in the Bronx. Annette White says she repeatedly asked NYCHA to fix a heat pipe with no insulation, but they did nothing in response.

NYCHA spokeswoman Sheila Stainback refused to discuss why the change was made. Stainback also declined to discuss why the agency spends so much on outside counsel when it has so many lawyers on staff.

Fishman, head of the Civil Service Bar Association, says the increasing reliance on outside counsel is a big waste of taxpayer dollars: "This is part of the Bloomberg pattern of contracting out and spending more of the taxpayers money that could be more wisely spent in-house."

#### **RELATED: FAMILY OF SHOCKED GIRL SUES NYCHA FOR \$10M**

The trend to hire outside is part of a pattern at NYCHA, which last month dropped \$28 million to hire "staff augmentation" firms that bring in hundreds of temps to do the same work NYCHA employees already do.

A review of 291 active cases filed against NYCHA in 2012 and 2013 shows private-sector lawyers defending the agency in eight out of 10 cases, with NYCHA and city lawyers handling the rest.

# RESIDENTS IN COURT

The cases can take years to resolve.

Annette White, a single mother trying to care for a seriously disabled 22-year-old son in a cramped Soundview Houses apartment in the Bronx, knows all about the glacial pace of lawsuits filed against NYCHA.



RICHARD HARBUS FOR NEW YORK DAILY NEWS

Saul Fishman, the president of the union that represents most of NYCHA's staff lawyers, says the on-staff attorneys handle the same cases that are outsourced to the private law firms.

Her son, Tyrae, has cerebral palsy, which leaves him vulnerable to sudden seizures. Twice during these seizures he accidentally bumped into a scalding heat pipe with no insulation, receiving severe burns that have left garish purple marks on his back and arms.

# RELATED: MOM OF 2 WITH NO HOT WATER GOT NOWHERE AGAINST NYCHA LAWYERS

White says she sued NYCHA because she repeatedly asked the agency to fix the pipe but they did nothing in response.

Filed in May 2010 by the law firm of Segal & Lax, White's lawsuit has gone through two judges, nine preliminary conferences, 10 more adjournments and multiple motions. A trial date has been set for April 2014 — just under four years after the suit was first filed.

From the start, Herzfeld & Rubin, the law firm retained by NYCHA, aggressively fought to get White's suit tossed. It initially argued the suit had no merit because NYCHA "did not have a legal duty to insulate the heating pipes in plaintiff's apartment" because the development was built in 1961 when insulation wasn't required.

Then they argued NYCHA wasn't liable because Tyrae's seizure was "an unforeseeable accident." Bronx Supreme Court Justice Robert Torres rejected the firm's attempt to get the suit dismissed, and as of last week it was set for trial next spring.

William Pawlow, the Herzfeld & Rubin lawyer handling the case, did not return calls.

White's lawyer, Mark Segal, questions why NYCHA relies so much on private firms, who appear to have little incentive to resolve cases quickly as long as their expenses are paid as they're incurred.

"If they settled these cases earlier, I imagine (NYCHA) would save not just the legal fees but what they might have to pay out with a jury verdict. But they make absolutely no effort to settle these things earlier.

"In a strange way, their inability or lack of interest in resolving cases early actually hurts them down the road," he said. "I never really got it."

#### gsmith@nydailynews.com

# NYCHA pays \$8 million so lawyers can bully poor residents in Housing Court

David and Goliath battles happen every day in court. Tenants make repair requests — for hot water, mold, faulty appliances — after problems have lingered for months or years. When trying to fight for the fixes, almost all of them end up without an attorney in front of a judge.

Comments (31)

BY GREG B. SMITH / NEW YORK DAILY NEWS PUBLISHED: FRIDAY, NOVEMBER 1, 2013, 2:30 AM UPDATED: FRIDAY, NOVEMBER 1, 2013, 11:46 AM

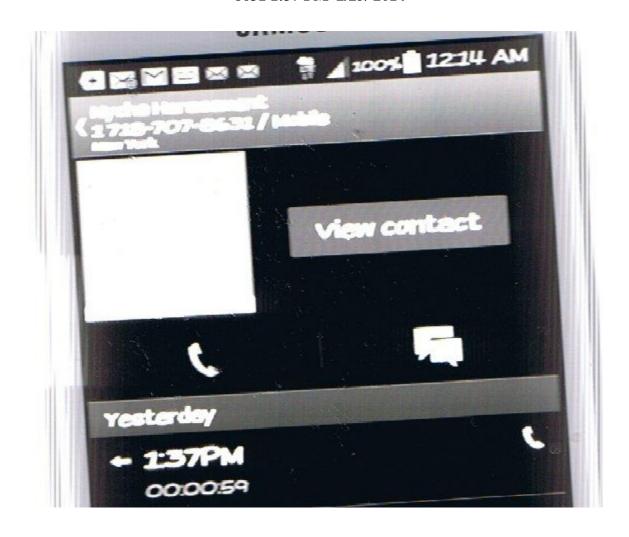
297 0 Print

SHARE THIS URL:

## NYCHA DEFENDANTS ONGOING TCPA VIOLATIONS

HARASSMENT CALLS REGARDING THE NON VALIDATED ALLEGED RENT DEFAULT WHILE PLAINTIFFS HAVE INFORMED NYCHA DEFENDANTS TO STOP CALLING. THIS CALL WAS MADE FOR THE SOLE PURPOSE OF HARASSMENT BY A MR. KAMACHE.

HARASSMENT CALL FROM NYCHA DEFENDANTS, CALL NUMBER 718 707-8631 1:37 PM 2/25/ 2014



# **EXHIBIT 45 (4 PAGES)**

## NYCHA DEFENDANTS ONGOING TCPA VIOLATIONS

PLEASE LISTEN TO THE JANUARY 2014 NYCHA DEFENDANTS ONGOING AND UNREGULATED HARASSMENT CALL WHILE THE INDUCED FLOOD DAMAGE IS DISREGARDED, WHILE THE BUSTED DOOR DAMAGES ARE DISREGARDED, WHILE THE APARTMENT SABOTAGE IS DISREGARDED, WHILE THE ELEVATOR SCAMS ARE DISREGARDED, WHILE THE ALLEGED RENT DEFAULT WAS DISPUTED AND NOT VALIDATED, AND WHILE LETTERS HAVE BEEN SENT TO THE DEFENDINGTS STATING TO KEEP ALL COMMUNICATIONS IN WRITING AND STOP CALLING.. THIS CALL WAS MADE FOR NO OTHER PURPOSE OTHER THAN HARASSMENT, JUST LIKE THE OTHER DEFENDANT CALLS AND ACTIONS. http://recordings.talkshoe.com/TC-120423/TS-831196.mp3

PLEASE SEE THE BELOW FOLLOW UP LETTER REGARDING THE ABOVE NYCHA DEFENDNANTS PHONE HARASSMENT.

21-25 35<sup>th</sup> Avenue 5E Astoria, New York 11106 January 30, 2014

Mr. Perry, Manager Ms. McMillan, Housing Assistant Ravenswood Apartments, NYCHA 2120 35<sup>th</sup> Avenue 5E Astoria, New York 11106

Phone: 718 729 5621 and Fax: 718 482 0860

RE: NOTICE OF INTENT TO SUE: FIFTH NOTICE OF AGGRAVATED HARRASMENT NOTICE TO CEASE AND DESIST HARASSMENT: NYCHA CALLS OVER AND OVER AGAIN DESPITE BEING TOLD TO KEEP ALL COMMUNICATIONS IN WRITING AND TO STOP CALLING, VALIDATION OF ALLEGED DEBT IS REQUIRED.

FALSE REPRESENTATIONS OF THE CHARACTER, AMOUNT, AND LEGAL STATUS OF THE ALLEGED DEBT, REFUSAL TO VALIDATE THE ALLEGED DEBT, OBSTRUCTION OF GENERAL DISCLOSURE REQUIREMENTS PURSUANT TO 12 CFR 226.5, NOTICE THAT REQUIRED VALIDATION IS NEEDED CONCERNING THE EXISTENCE AND THE AMOUNT OF THE ALLEGED DEBT,

## Dear Mr. Perry:

On January 28, 2014 your agent Ms. McMillan called my house for harassment regarding a non-validated and non-existent debt. Again, you and your agent are instructed to stop calling my home and to validate the debt in writing or you will be sued for:

- Engaging in monetary transactions derived from unlawful activity under 18 U.S.C. §1957
- > Obstruction of The Fair Debt Collection Practices Act:
- False and Misleading Representations in Communications
   § 1692 e Any other false, deceptive, or misleading representation or means in connection with the debt collection

- § 1692 e(2) Character, amount, or legal status of the alleged debt § 1692 e(4) Nonpayment of any debt will result in the arrest or imprisonment of any person or the seizure, garnishment, attachment § 1692 e(5) Threaten to take any action that cannot legally be taken or that is not intended to be taken
- § 1692 e(7) Consumer committed any crime or other conduct in order to disgrace the consumer
- § 1692 e(8) Threatens or communicates false credit information, including the failure to communicate that a debt is disputed
- § 1692 e(9) Represent documents as authorized, issued or approved by any court, official, or agency of the United States or state.
- § 1692 e(10) Any false representation or deceptive means to collect a debt or obtain information about a consumer

### Unfair Practices

- § 1692 f Any unfair or unconscionable means to collect or attempt to collect the alleged debt
- § 1692 f(1) Attempt to collect any amount not authorized by the agreement creating the debt or permitted by law
- > 30 Day Validation Notice
  - § 1692 g Failure to send the consumer a 30-day validation notice within five days of the initial communication
  - § 1692 g(a)(1) Must state Amount of Debt
  - § 1692 g(a)(2) Must state Name of Creditor to Whom Debt Owed
  - § 1692 g(a)(3) Must state Right to Dispute within 30 Days
  - \$ 1692 g(a)(4) Must state Right to Have Verification/Judgment Mailed to Consumer
  - § 1692 g(a)(5) Must state Will Provide Name and Address of original Creditor if Different from Current Creditor

 $\S$  1692 g(B) Collector must cease collection efforts until debt is validated

- > Obstruction of justice under 18 U.S.C. Chapter 73
- > Conspiracy against rights under 18 U.S.C. §241
- > Extortion under 18 U.S.C. §872 .

In closing, other claims will be included. Stop the harassment. Validate the alleged debt. Do not call my number again.

Also, PLEASE PUT IN WRITING THE STATUS OF MY WATER DAMAGE CLAIM AND VALIDATE YOUR DEBT COLLECTION CREATIONS. This will facilitate a healthy meeting. Upon receipt of such letter, I can meet with you after 1 pm. Please send the letter before February 3, 2013 or I will see you in court. Stop the harassment and deception. Validate the alleged debt. Send my Water damage claim money for the damages due to the NYCHA induced flood. I anxiously await your mail. Thank you.

Miriam Snyder, on behalf of

March a dont Any olo.

Mazarine Levy Snyder, Senior

LISTENT TO THE HARASSMENT HERE:

 $\underline{http://recordings.talkshoe.com/TC-120423/TS-831196.mp3}$ 

# EXHIBIT 46 SECOND HUD COMPLAINT ONLINE FILING

From: donotreply@hud.gov To: mirisni@aol.com

Sent: 2/28/2014 2:57:38 A.M. Eastern Standard Time Subj: HUD Fair Housing Complaint - MAZARINE Snyder

#### Dear MAZARINE,

The U.S. Department of Housing and Urban Development (HUD), Office of Fair Housing and Equal Opportunity (FHEO) has received your HUD 903 online housing discrimination complaint form. The information listed at the end of this email is the data you submitted. Your complaint of housing discrimination will be routed to the appropriate regional office for processing. Your complaint will be reviewed by a fair housing specialist to determine if it alleges acts that might violate the Fair Housing Act. The specialist will contact you for any additional information needed to complete this review. If your complaint involves a possible violation of the Fair Housing Act, the specialist will assist you in filing an official housing discrimination complaint. Please feel free to contact FHEO at the main discrimination hotline number 800-669-9777 (800-927-9275 for the hearing-impaired) or refer to the state toll-free number breakout listed below.

Connecticut, Maine, Massachusetts, New Hampshire, Rhode Island, Vermont (800-827-5005)

New Jersey, New York, Puerto Rico, Virgin Islands (800-496-4294)

Delaware, District of Columbia, Maryland, Pennsylvania, Virginia, West Virginia (888-799-2085)

Alabama, Florida, Georgia, Kentucky, Mississippi , North Carolina, South Carolina, Tennessee (800-440-8091)

Illinois, Indiana, Michigan, Minnesota, Ohio, Wisconsin (800-765-9372)

Arkansas, Louisiana, New Mexico, Oklahoma, Texas (888-560-8913)

Iowa, Kansas, Missouri, Nebraska (800-743-5323)

Colorado, Montana, North Dakota, South Dakota, Utah, Wyoming (800-877-7353)

American Samoa, Arizona, California, Guam, Hawaii, Marshall Islands, Micronesia, N.Marshall Islands, Nevada, Palau (800-347-3739)

Alaska, Idaho, Oregon, Washington (800-877-0246)

Thank you for your submission. Below is the data you have submitted.

Your Personal Information:
First Name: MAZARINE
Last Name: Snyder
E-Mail: mirisni@aol.com
Address: 2125 35TH AVENUE 5E
City: QUEENS

State: NY Zip: 11106

Day Time Phone: 516642 6007

Evening Phone: 5166426007 Best Time To Call: Day

Your First Contact Information:
1. First Name: MIRIAM
Last Name: SNYDER
Organization:
Day Time Phone: 5166426007
Evening Phone: 5166426007

Evening Phone: 5166426007 Best Time To Call: Day

Your Second Contact Information:
2. First Name: MIRIAM
Last Name: SNYDER
Organization:

Day Time Phone: 5166426007 Evening Phone: 5166426007 Best Time To Call: Day

#### What happened?:

MY MOTHER IS ELDERLY AND DISABLED. SHE LIVES IN NYCHA APARTMENTS. SHE HAS BEEN HARASSED RELENTLESSLY. PLEASE HELP STOP THESE CRIMES. PLEASE READ ONE OF THE POLICE REPORTS: POSTED AT:

http://issuu.com/prayerwarriorsneeded/docs/police\_report\_nycha\_issac\_perry\_fin

HELP IS NEEDED. THIS IS MY SECOND TIME FILING A COMPLAINT HERE. I FILED ON 12/19/13.

Why do you believe you are being discriminated against?:

PLEASE SEE THE PICTURES SHOWING HOW MY MOTHER'S APARTMENT DOOR WAS BUSTED OPEN WITH NO WRITTEN REASON OR CAUSE, A NYCHA INDUCED WATER FLOOD WAS INVOKED AND NYCH HAS DENIED MY MOTHER ALL ENTITLED COMPENSATION SUCH AS A WATER DAMAGE CLAIM. THEY HAVE CREATED ALLEGED RENTAL PROBLEMS THAT CAN NOT BE VALIDATED. MY MOTHER IS AN EXEMPLARY TENANT AND SHE WAS TARGETED. HELP IS NEEDED WITH THE BELOW COMPLAINT BEFORE THE PROBLEMS ESCALATE UNREGULATED.

http://www.scribd.com/doc/209747915/NYCHA-ELDER-ABUSE-AND-HARASSMENT-COMPLAINT-DRAFT?secret\_password=21p77czr0z99csteh7xs

Who do you believe discriminated against you?:

First Name: ISSAC
Last Name: PERRY
Organization: NYCHA
Address: RAVENSWOOD MANAGER

Where did the alleged act of discrimination occur?:

Address: 2125 35TH AVEN 5E City: ASTORIA State: NY

Zip: 11106

When did the last act of discrimination occur?: 02/20/2014

Is the alleged discrimination continuous or on going?: Yes

